

**Prospectus for Campground and
Related Granger-Thye Concessions
Stanislaus National Forest**

**U.S. DEPARTMENT OF AGRICULTURE
Forest Service**



Campgrounds Concession
Pinecrest Complex
Baker Deadman Complex
Clarks Fork Complex

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I. Business Opportunity

A. Introduction

This prospectus is being issued to solicit applications for a concession campground special use permit. A permit or permits to provide high-quality public service in the operation and maintenance of Government-owned recreation facilities located on the Summit Ranger District, Stanislaus National Forest, will be issued. The permit or permits will include the following developed sites:

Permit Area 1:	Clark Fork Complex	Sand Flat Campground Clark Fork Campground
Permit Area 2:	Baker-Deadman Complex	Baker Campground Deadman Campground Kennedy Meadows Trailhead/Camping Area
Permit Area 3:	Pinecrest Complex	Pinecrest Campground Meadowview Campground Pioneer Trail Group Campground Pinecrest Trailer Dump Station

The authorized officer for this business opportunity is the Forest Supervisor for the Stanislaus National Forest, 19777 Greenley Road, Sonora, CA 95370.

Prospective applicants should carefully read all the information in this prospectus. There are pending facility improvements to consider (*see* [Appendix 13](#) and [Appendix 22](#)), and there are major changes from past concession offerings. This prospectus identifies potential renovations to campground facilities during the term of the permit.

Applicants are advised to evaluate all information contained within this document, to conduct their own analyses, and to draw conclusions related to the business opportunity described herein.

Applicants are responsible for producing business plans and developing financial predictions in responding to this prospectus.

The current permits for these concessions expire on December 31, 2015. Over the past three years, these concessions have generated the following gross revenues:

Table 1 - Clark Fork Complex Gross Revenues

Permit Area 1 - Clark Fork Complex	
<u>Year</u>	<u>Gross Revenue</u>
2014	\$122,920
2013	\$99,983
<u>2012</u>	<u>\$106,242</u>
Total Gross Revenue: \$329,145	

Table 2 - Baker Deadman Complex Gross Revenues

Permit Area 2 - Baker Deadman Complex	
<u>Year</u>	<u>Gross Revenue</u>
2014	\$112,839
2013	\$94,100
<u>2012</u>	<u>\$102,737</u>
Total Gross Revenue: \$309,676	

Table 3 - Pinecrest Complex Gross Revenue

Permit Area - Pinecrest Complex	
<u>Year</u>	<u>Gross Revenue</u>
2014	\$620,852
2013	\$513,309
<u>2012</u>	<u>\$556,674</u>
Total Gross Revenue: \$1,690,835	

B. Area Description

The Stanislaus National Forest is located in Central California on the western slope of the central Sierra Nevada Mountains. The Forest lies between Yosemite National Park on the southeast, the Humboldt-Toiyabe National Forest on the northeast, and the Eldorado National Forest on the north (see [Appendix 1](#)). The Summit Ranger District of the Stanislaus National Forest is located in both Tuolumne County and Alpine County.

The Summit Ranger District provides year-round recreational opportunities. Such activities include camping, boating, fishing, picnicking, swimming, hiking, scenic driving, OHV use, hunting, and winter sports including 638 recreation residences under special use permit. The nearest full service community is Sonora. Limited services are available at Kennedy Meadows and Dardanelles Resort and in Strawberry, Pinecrest, and Cold Springs. The Summit Ranger District office is located in Pinecrest on State Highway 108 and approximately 35 minutes east of Sonora.

Recreation sites being offered in this prospectus include six campgrounds, one group campground, a horse-packer/backpacker camp and trailhead, and one RV dump station (sewer). These recreation sites are distributed along State Highway 108, county roads and Forest development roads. These sites are at elevations ranging from approximately 5,600 feet to 6,500 feet.

The major season of use for the facilities identified in this prospectus is typically from May to mid-October. Depending on prior winter season snow fall, snow cover normally begins to diminish in May but can remain on the ground as patches and fields into early July. Summer day temperatures range from the 70s to mid-80s and evening temperatures range from the upper-30s to 40s. Occasional afternoon thunderstorms occur during the spring and summer. In late October high elevation temperatures average 60 degrees, with nights in the low 30s. The Summit Ranger District receives its greatest amount of precipitation in the form of snow with typical first snowfall mid-October. Opening and closing dates for high elevation campgrounds are dependent on snow and road conditions.

Approximately 1.8 million visitors come to the Stanislaus National Forest annually with 17.6% of those camping in developed campgrounds (*USDA Forest Service, National Visitor Use Monitoring Program, Visitor Use Report, 2012*). The Pinecrest and Meadowview Campgrounds are the two largest single campgrounds on the Stanislaus.

The majority of visitors come from within a 2 to 3 hour driving radius, primarily the San Francisco Bay Area, the San Joaquin Valley, and throughout Tuolumne County. Visitors to the Summit Ranger District also travel from farther distances.

C. Description of Developed Recreation Sites and Facilities

The following is a description of each developed recreation site included in this prospectus (*see site maps, [Appendix 2](#)*). The recreation sites identified in this prospectus are summarized in *Table 4* below and followed by a narrative description for each recreation site.

Table 4- Summary of Recreation Sites

Site	2015 daily Fees	Operating Season	Reservation System	Total Campsites	Roads and Parking Spurs	Water System	Toilets (#)	PAOTS
Permit Area 1 – Clark Fork Complex								
Sand Flat Campground	\$19.00	5/1-10/15	No	53 campsites and 15 walk-in sites	Native dirt surface	Wells (6) with hand pumps	Vault (8)	330
Clark Fork Campground	A-loop \$19.00 B-loop \$20.00	5/1-10/15	No	77 campsites and 11 double sites	Paved roads and parking spurs	Well water piped to storage tank	Flush (4) Vault (4)	440
Permit Area 2 – Baker Deadman Complex								
Baker Campground	\$20.00	5/1-10/15	No	34 campsites and 4 double sites	Paved roads; native dirt surface parking spurs	Well water piped to storage tank	Vault (9)	220
Deadman Campground	\$20.00	5/1-10/15	No	11 campsites, 2 double sites, and 2 walk-in sites	Paved roads; native dirt surface parking spurs	Well water piped to storage tank	Vault (3)	85
Kennedy Meadows Trailhead/ Camping Area	\$7.00	5/1-10/15	No	94 parking stalls; 4 campsites	Paved road and parking lot for trailhead , with limited camping	Piped well water available at a spigot near restrooms	Vault (1)	24 overnight (parking spaces for vehicle & Trailer)
Permit Area 3 – Pinecrest Complex								
Pinecrest Campground	\$23.00	5/1-10/15	Yes	200 campsites	Paved roads and parking spurs	Piped water system	Flush (9)	1000
Meadowview Campground	\$21.00	5/15-10/1	No	100 campsites	Paved roads and parking spurs	Piped water system	Flush (5)	500
Pioneer Trail Group Campground	Sites 1,3 \$85.00 Site 2 \$130.00	year-round	Yes	3 group sites	Paved roads and parking lots	Piped water system	Vault (3)	200
Pinecrest RV Dump Station	\$6.00	5/1-10/15	N/A	N/A	Paved access road	Piped; Non-potable	N/A	N/A

Note:

Permit Areas 1 and 2:

- Currently, extra vehicles are \$7.00 per night.
- Five hitching racks are provided at Kennedy Meadows Trailhead.

Permit Area 3:

- Currently, there are no extra-vehicle fees being charged. Extra-vehicle fees may be charged after Campground Improvement Project is completed (Pinecrest Campground) or after Traffic/Circulation/Parking Plan is completed (Meadowview Campground).

NARRATIVE DESCRIPTIONS OF RECREATION SITES:

PERMIT AREA 1 - Clark Fork Complex, includes Sand Flat and Clark Fork Campgrounds

The Clark Fork Complex includes two campgrounds that lie along the Clark Fork of the Middle Fork Stanislaus River. None of the Clark Fork Complex sites are on the National Recreation Reservation System (NRRS) and www.recreation.gov, and are available on a first come - first serve basis. The option to offer campsite reservations may be reviewed during the term of the permit.

The nearest full service community is Sonora. Limited services are available at Dardanelles Resort, Kennedy Meadows, Strawberry, Pinecrest, and Cold Springs. Cellular phone coverage is nonexistent east of Strawberry.

Bears have been an issue at these campgrounds in previous years. Bear resistant trash bins have been installed; however special measures may be needed regarding trash collection and disposal within this complex. Additional bear-proof food storage lockers may need to be installed within these campgrounds.

Sand Flat Campground: Located 57 miles east of Sonora California and 28 miles from the Summit Ranger District office at Pinecrest. Access is by State Highway 108 and paved county road. This campground is located in Alpine County. The campground is unpaved, native dirt surface. There are traffic controls with log barriers and rock boulders but more barriers may be needed to delineate the campground road and campsite spurs. The designed campground capacity is 68 campsites (15 walk-in single campsites with a designated parking area and 53 single campsites with parking spur). There are two vault toilet buildings (four seats) and six single seat vault toilet buildings. A Campground Host unit has been developed with a small septic tank and leach field and piped water.

Potable water is supplied to the campground from six hand pumps on wells. The concessionaire is required to test for all bacterial indicators in all six wells prior to the opening of the season and to test each well at least twice during the use season. Two wells per month are tested on a rotating basis. Other water testing needs to be done as requested for nitrates/nitrites, or as needed.

Electric service is not available. The nearest public telephone is seven miles at Dardanelle Resort and cellular phone service is not available at the site. Waste Management provides trash removal service which typically begins on Memorial Day. An RV dump station is part of the special use permit and located at Clark Fork Campground. Currently, there is no RV dump fee being charged. The storage tank is pumped when other vault toilets are pumped. Service providers are available in the local area for vault toilet pumping. The operations and maintenance of the RV dump station is the responsibility of the concessionaire.

This campground is closed during the winter months. California Department of Transportation (Caltrans) closes State Highway 108 at 108 Sno-Park, 8 miles east of Pinecrest, to wheeled vehicle traffic over Sonora Pass from November to April, weather dependent. The normal operating season is May 1 to October 15, but may vary from year to year depending on the weather. Most use occurs in July and August. Loops of the campground can be opened or closed as weather permits. Prospective applicants are encouraged to consider opening the campground in conjunction with the start of the fishing season, which is the last Saturday of April.

Clark Fork Campground: Located 56 miles east of Sonora California and one-half mile before Sand Flat Campground, with the same access and services. This campground is approximately 5% in Alpine County and 95% in Tuolumne County. The designed campground capacity is 88 campsites. (11 double campsite and 77 single campsites). Of the 88 campsites, four sites have pull-through parking spurs. Three of the four single campsites with drive-through parking spurs are available for persons with disabilities but do not fully meet accessibility standards. At the three sites, the policy shall be to reserve campsites for persons with disabilities until 7:00 pm and on a daily basis. After 7:00 pm if campsites are not occupied, then the campsites can be available to all persons on one-night occupancy only, subsequent nights are available to persons only after 7:00 pm.

A potable water system serves the campground and is the responsibility of the concessionaire to maintain and to perform the required testing. There are four flush toilet buildings (12 seats) in B-loop and four vault toilet buildings (eight seats) in A-loop. Campground interior roads are paved; parking spurs are native, dirt surface. One site has space for two trailers and has water, sewer and propane hookups for Campground Host use. An additional Campground Host site is available in loop A.

Electric service is not available. The nearest public telephone is five miles at Dardanelle Resort and cellular phone service is not available at the site. Currently, Waste Management provides trash removal service which typically begins on Memorial Day. An RV dump station is part of the special use permit and located at Clark Fork Campground. Currently, there is no RV dump fee being charged. The storage tank is pumped when other vault toilets are pumped. Service providers are available in the local area for vault toilet pumping. The operations and maintenance of the RV dump station is the responsibility of the concessionaire.

This campground is closed during the winter months. California Department of Transportation (Caltrans) closes State Highway 108 at 108 Sno-Park, 8 miles east of Pinecrest, to wheeled vehicle traffic over Sonora Pass from November to April, weather dependent. The normal operating season is May 1 to October 15, but may vary from year to year depending on the weather. Most use occurs in July and August. One loop is generally open for Memorial Day weekend. Prospective applicants are encouraged to consider opening the campground in conjunction with the start of the fishing season, which is the last Saturday of April.

PERMIT AREA 2 – Baker Deadman Complex, includes Baker and Deadman Campgrounds and Kennedy Meadows Trailhead/ Camping Area

The Baker-Deadman Complex has two campgrounds and one trailhead which include a parking lot and camping area. These sites are not available on the NRRS and www.recreation.gov, and are available on a first come - first serve basis. The option to offer campsite reservations may be reviewed during the term of the permit.

The nearest full service community is Sonora. Limited services are available at Dardanelles Resort, Kennedy Meadows, Strawberry, Pinecrest, and Cold Springs. Cellular phone coverage is nonexistent east of Strawberry.

Potable water is supplied to both Baker and Deadman Campgrounds and to Kennedy Meadows Trailhead by a well and waterline near Baker Campground (State ID 550001). This system also supplies water to the Baker Station facilities. The complete water system is to be operated by the campground concessionaire who is required to conduct water testing for bacteria indicators and nitrate/nitrites. Maintaining a log of water meter readings is also required by the concessionaire. The water testing will include one sample per month for the entire system which will be taken at rotating locations throughout all the sites receiving water from the well, which includes Baker Campground, Deadman Campground, Kennedy Meadows Trailhead, and the Baker Station facilities.

Columbia College operates Baker Station under special-use permit and will give access to the concessionaire to conduct water system testing as needed. Access to the Baker Station facilities to conduct water testing and maintenance will be coordinated in advance with Columbia College. Columbia College will also coordinate pre-season system disinfection with the campground concessionaire to ensure all piping in the Baker Station segment of the Baker-Deadman water system is disinfected per state guidelines. Columbia College will be responsible for performing all waterline maintenance under the direction of a licensed underground contractor or D2 distribution system operator. The maintenance will be from the valve isolating the Baker Station segment of the Baker-Deadman water system (near the well) through the end of the Baker Station segment at the garage. Documentation of all repairs will be submitted to the Forest Service.

Baker Campground: Located 47 miles east of Sonora California on State Highway 108. The campground has 34 single campsites and four double campsites within four loops. There are six single seat and three two-seat toilet buildings (14 seats). There are 0.9 miles of interior paved roads.

Electric service and cellular phone services are not available. The nearest public telephone is at Kennedy Meadows Resort two miles away. Currently, Waste Management provides trash removal service which typically begins on Memorial Day. Service providers are available in the

local area for vault toilet pumping.

This campground is closed during the winter months. California Department of Transportation (Caltrans) closes State Highway 108 at 108 Sno-Park, 8 miles east of Pinecrest, to wheeled vehicle traffic over Sonora Pass from November to April, weather dependent. The normal operating period is May 1 to October 15, but may vary from year to year depending on the weather. Most use occurs during July and August. Prospective applicants are encouraged to consider opening the campground in conjunction with the start of the fishing season, which is the last Saturday of April.

Deadman Campground: Located 48 miles east of Sonora California. Access is by State Highway 108 and Kennedy Meadows Road, just one mile past Baker Campground. The campground has two walk-in campsites, two double campsites, and 11 car and trailer spurs within one loop. There are three single seat vault toilet buildings. The 0.2 miles of campground roads are paved. There is one Campground Host site near the entrance to the campground along with information boards and fee station.

Electric service and cellular phone services are not available. The nearest public telephone is at Kennedy Meadows Resort one mile away. Currently, Waste Management provides trash removal service which typically begins on Memorial Day. Service providers are available in the local area for vault toilet pumping.

The campground is closed during the winter months. California Department of Transportation (Caltrans) closes State Highway 108 at 108 Sno-Park, 8 miles east of Pinecrest, to wheeled vehicle traffic over Sonora Pass from November to April, weather dependent. The normal operating period is from May 1 to October 15, but may vary from season to season depending on the weather. Most use occurs during July and August. Prospective applicants are encouraged to consider opening the campground in conjunction with the start of the fishing season, which is the last Saturday of April.

Kennedy Meadows Trailhead/ Camping Area: Located across from the Deadman Campground entrance. The site has a one toilet building with two seats. There are 28 pull-through parking spaces for vehicles with trailers and 66 single vehicle parking spaces. There are four campsites with tables, hitching posts and fire rings. Self-contained RVs may also stay in any parking stall. There is a two night camping maximum. Camping fees are charged for overnight camping.

The Trailhead is closed during the winter months. California Department of Transportation (Caltrans) closes State Highway 108 at 108 Sno-Park, 8 miles east of Pinecrest, to wheeled vehicle traffic over Sonora Pass from November to April, weather dependent. The normal operating period is from May 1 to October 15, but may vary from season to season depending on the weather.

PERMIT AREA 3 - Pinecrest Complex, includes Pinecrest and Meadowview Campgrounds, Pioneer Trails Group Campground and Pinecrest Trailer Dump Station

The Pinecrest Lake Basin area including the Pinecrest Complex may be undergoing extensive renovations during the term of the permit. The Campground Improvements Project is currently in the planning phase and may be implemented during the term of this permit. Prospective applicants should be aware of the potential changes to Pinecrest, Meadowview, and Pioneer Trails Group Campground which may impact occupancy rates during renovations. The Forest Service will make every effort to avoid interruption of public services and concession operations during site construction and renovations. Efforts will be made to minimize negative disruptions to campground visitors and occupancy rates. Please read section [II. D. Site Closures](#) for more information.

In addition to potential campground disruptions, roads within the Pinecrest Lake Basin will be experiencing renovations to improve available parking and traffic flow pattern outside and near the campground areas. Prospective applicants must be aware that all bids received for the Pinecrest Complex will have the understanding of these potential interruptions to occupancy rates during the term of the permit. The Forest Service will make every effort made to avoid interruption of public services and concession operations. For more detailed information regarding Pinecrest Lake Recreation Improvements, go to www.PinecrestLakeUpdate.com and review the *Traffic and Parking Improvements* webpage, including the *Traffic/Circulation/Parking Plan (TCP)* downloadable document.

The Pinecrest Complex has two campgrounds, one group campground, and an RV dump station. The nearest full service community is Sonora. Limited services are available in Pinecrest, Strawberry, and Cold Springs. Pinecrest Campground and Pioneer Trails Group Campgrounds are currently on the NRRS and www.recreation.gov, and must be continued by the concessionaire. Cellular phone service is currently available by one provider around the Pinecrest Lake Basin area. Currently, Waste Management provides trash removal service which typically begins on Memorial Day. Service providers are available in the local area for vault toilet pumping.

Pinecrest Campground: Located 30 miles from Sonora California and one-half mile from the Summit Ranger District office at Pinecrest. Access is by State Highway 108 and Pinecrest Lake Road which is paved and maintained by Tuolumne County. Pinecrest Campground has 200 campsites in five loops: A, B, C, D and E with paved roads and spurs. There are nine flush toilet buildings in the campground connected to a sewer line system that is to be maintained by the concessionaire, and a sewer treatment fee payable to Pinecrest Permittee Association (PPA). The historic average quarterly fee paid to the PPA for the Pinecrest Complex is \$27,000 dollars. Please contact PPA at 209.965.3234 for more detailed service and fee information. Potable water is supplied by the Forest Service, including the testing for bacteria indicators and nitrates/nitrites. The average annual water supply and testing fee for the Pinecrest Complex is \$10,000 dollars and

will be payable to the Forest Service under a separate and annual Collection Agreement. The water supply and sewer service fees changes annually and the prospective applicant must be aware of this annual change when preparing a bid.

In the TCP, there is a planned boat trailer storage area for overnight campers near the RV dump station and the Tuolumne County transfer station. This storage area will consist of security bollards anchored into the ground so overnight campers can lock and secure their boat trailers. There will be a 14-day storage limit. The current 14-day boat storage offering is located near campground loop-D but will no longer be available after the TCP is completed. This new location near the RV dump station is identified in the Traffic/Circulation/Parking Plan. Review the Traffic/Circulation/Parking Plan at www.PinecrestLakeUpdate.com.

This campground is typically closed during the shoulder season and winter months. Generally, the visitor use season is from May 1 to October 15 with most use occurring from mid-May to mid-September and near the highest occupancy. The shoulder season timeframe includes the months of April and November, while the winter months are December to March. Visitor use and access around Pinecrest Lake can vary from year to year depending on snowfall amounts, drought conditions, or changing weather patterns. If optioned by the concessionaire and if agreed upon by the Forest Service, the Operating Plan should identify a strategy for opening and managing the campground earlier than May 1, or for closing later than October 15. The Plan should identify a timeframe for completing the pre-operation conditions and for opening the campground earlier than the expected May 1 date. Prospective applicants are encouraged to consider opening the campground in conjunction with the start of the fishing season or earlier, which is the last Saturday of April.

Shoulder season and winter snow camping may be an option in loop-D of this campground. If optioned by the concessionaire and if agreed upon by the Forest Service, the Operating Plan would have to state specifically the management strategy for offering camping opportunities in loop-D during the shoulder and/or the winter season. If agreed upon, the concessionaire would be responsible for managing the operations of the campground, including the maintenance of campsite amenities, trash removal, snow removal, fee collections and reporting, and servicing the toilet buildings in loop-D. The Operating Plan should also identify a strategy for winterizing the water system in the toilet building during an optioned winter operation.

As part of the Campground Improvements Project redesign and construction, extra-vehicle parking will be designed into and within the Pinecrest Campground. A fee charged by the concessionaire for extra vehicles may be authorized for parking in this new parking area. It is suggested that a paid hangtag system for extra-vehicle parking be developed. If these campground renovations should occur during the term of the permit, the concession special-use permit may be modified to include extra-vehicle parking in Pinecrest Campground.

Meadowview Campground: Located 30 miles from Sonora California and one-half mile from

the Summit Ranger District office at Pinecrest. Access is by State Highway 108 and the Dodge Ridge Road which is paved and maintained by Tuolumne County. The campground has 100 campsites in three loops with paved roads and spurs. There are five flush toilet buildings in the campground connected to a sewer line system that is maintained by the concessionaire, and a sewer treatment fee payable to PPA. The historic average quarterly fee paid to PPA for the Pinecrest Complex is \$27,000 dollars. Please contact PPA at 209.965.3234 for more detailed service and fee information. Potable water is supplied by the Forest Service, including the testing for bacteria indicators and nitrates/nitrites. The average annual water supply and testing fee for the Pinecrest Complex is \$10,000 dollars and will be payable to the Forest Service under a separate and annual Collection Agreement. The water supply and sewer service fees changes annually and the prospective applicant must be aware of this annual change when preparing a bid.

As part of the TCP redesign and construction, extra-vehicle parking for Meadowview Campground will be made available and include the area adjacent to the Pinecrest Community Center. A fee charged by the concessionaire for extra vehicles may be authorized for parking in this area. It is suggested that a paid hangtag system for extra-vehicle parking be developed. Review the Traffic/Circulation/Parking Plan at www.PinecrestLakeUpdate.com.

Potentially during the term of this permit, the Campground Improvements Project may be implemented. Meadowview Campground may undergo renovations and construction that will include extra-vehicle parking within the campground boundary. If these campground renovations should occur during the term of the permit, the concession special-use permit may be modified to remove the extra-vehicle parking from the Pinecrest Community Center.

This campground is typically closed during the shoulder season and winter months. The use season is from May 15 to October 1, with most use occurring between Memorial Day to Labor Day, but may vary slightly from year to year depending on weather conditions. Prospective applicants may opt to propose and offer camping opportunities during the shoulder season and winter months. If agreed upon, the concessionaire would be responsible for managing the operations of the campground, including the maintenance of campsite amenities, trash removal, snow removal, fee collections and reporting, and servicing the toilet buildings in Meadowview Campground. The Operating Plan should also identify a strategy for winterizing the water system in the toilet building during an optioned winter operation.

Pioneer Trails Group Campground: Located 30 miles from Sonora California and one-half mile from the Summit Ranger District office at Pinecrest. Access is by State Highway 108 and the Dodge Ridge Road which is paved and maintained by Tuolumne County. The campground has three sites for group camping only. Two sites can accommodate up to 50 people each and one site can accommodate up to 100 people. Each site has its own paved parking area. There are three vault toilet buildings. Potable water is supplied by PPA and fees are payable directly to PPA. The historic average quarterly fee paid to PPA for the Pinecrest Complex is \$27,000 dollars. Please

contact PPA at 209.965.3234 for more detailed service and fee information.

Currently, the campground is available for year-round camping opportunities and is encouraged to remain open year-round. Most use occurs on weekends from July through October.

Electric service is not available. The nearest public telephone is 1.5 miles in Pinecrest. Cellular phones service is available from the campground.

Pinecrest RV Dump Station: Facility is located along State Highway 108 approximately one-half mile west of the Summit Ranger District office adjacent to the planned 14-day boat storage location. Sewer treatment fees are paid to the PPA by the concessionaire. The historic average quarterly fee paid to PPA for the Pinecrest Complex is \$27,000 dollars. Please contact PPA at 209.965.3234 for more detailed service and fee information. This site shall be opened concurrently with Pinecrest Campground. The operations and maintenance of the RV dump station is the responsibility of the concessionaire.

D. Government-Furnished Property

The Forest Service will provide certain property in conjunction with the concession campground special use permit (*see* [Appendix 3](#)). Included in this inventory are a description, the quantity, and the estimated replacement cost of the applicable property.

E. Government-Furnished Supplies

The Forest Service will not furnish any supplies for day-to-day operation of the concession. Government-furnished supplies will be limited to those necessary for programmatic consistency, including:

- Forms to report use and revenue.
- A copy of the Forest Service publications, “*Accessibility Guidebook for Outdoor Recreation and Trails*,” “*Cleaning Recreation Sites*,” “*In-Depth Design and Maintenance Manual for Vault Toilets*,” and “*Vault Toilet Pumping Contract Specifications and Guidelines for Preparing Contracts*.”
- A copy of “Recreation Opportunity Guides” which the concessionaire may reproduce at its own expense.
- Title VI signs.
- Publications or public information to be provided to the general public.
- Any other handouts deemed necessary for public dissemination.

F. Utilities and Waste Management

Certain utilities and infrastructure exist for the developed recreation sites identified in this

prospectus. The concessionaire will be responsible for securing, managing, and paying for these utilities. Applicants should contact current service providers to obtain estimated costs for the utilities. **Concessionaire is to receive utility bills directly from the service providers. These utilities include:**

Water Supply: The concessionaire is required to operate and maintain water systems in the permit area and be in compliance with applicable federal, state and local drinking water laws and regulations for the operation and maintenance of a public water system. The concessionaire is responsible for water testing and preparing the required reports, and maintaining the required records. The concessionaire is also responsible for follow-up testing and additional procedures to be taken when test results are inadequate. Review [Appendix 10](#): Special Use Permit Form FS-2700-4h and [Appendix 11](#): Operation of Federally Owned Drinking Water Systems for the testing requirements, including documentation and notification requirements associated with the operation of the water systems. Copies of water system test reports will be provided by the concessionaire to the Forest Service.

If current regulations change and it becomes necessary to perform more or different tests, the concessionaire will be responsible for compliance.

In the event a campground or other facility that typically has a potable water source does not have potable water available due to system failure, “unsafe” water samples, or any other reasons, the campground shall be offered open to the public at reduced cost per night. An alternate source of potable water may be provided by the concessionaire. The concessionaire will be responsible for any and all cost of the alternative source of potable water.

The concessionaire is responsible for compliance with all applicable Federal, State, and local drinking water laws and regulations for the operation and maintenance of a public water system. The water systems must be operated by a water system operator certified by the State of California. This will require D2 Water Distribution System license and may require a Class 2 (T2) Water Treatment Operator license. The Forest Service may assist the designated operator/maintenance person to learn procedures for routine operation of the system(s) (*see* [Appendix 10](#): Sample Special Use Permit, and [Appendix 11](#): Form FS-2700-4h Appendix F: Operation of Federally Owned Drinking Water Systems). Systems must be maintained to meet or exceed water quality standards.

Potable water including water testing, documentation, and reporting is provided to Pinecrest Campground and Meadowview Campground of the Pinecrest Complex by the Forest Service and will be chargeable to the concessionaire under a separate and annual Collection Agreement.

Potable water including water testing, documentation, and reporting is provided to Pioneer Trails Group Campground of the Pinecrest Complex by the Pinecrest Permittee Association (PPA) and will be chargeable to the concessionaire. If the water system at Pinecrest and Meadowview

Campgrounds fails its water test there may be an option to purchase water from the PPA. The concessionaire is responsible for providing and purchasing water from the PPA, if necessary. Please contact **PPA** at **209.965.3234** for more detailed service and fee information.

Sewage Treatment: The concessionaire is responsible for all flush and vault toilets and septic/ sewer line systems including all maintenance, interruptions, interferences, and/ or repairs to sewage flows that fall within the boundaries of the developed site. Sanitation services to pump vault toilets, holding tanks, and dump stations will be the responsibility of the concessionaire for the term of the permit. All disposal sites must meet Forest Service, state, county, and local regulations. The concessionaire, or contracted pumping service, shall adhere to the US Forest Service Recreation Tech Tip publication “*Vault Toilet Pumping Contract Specifications and Guidelines for Preparing Contracts*”. Sewer treatment service to portions of the Pinecrest Complex is provided by the PPA and is chargeable to the concessionaire. Please contact **PPA** at **209.965.3234** for more detailed service and fee information. Vault toilet pumping is currently serviced by El Dorado Septic Service. Please contact **El Dorado Septic Service** at **209.536.1925** for more detailed service and fee information. Other septic pumping service providers may be available.

Trash Disposal: The concessionaire will provide trash removal at all sites, including from Government furnished trash bins. The concessionaire will be responsible for the costs of trash disposal. All collected trash, including ashes from fire pits, will be removed from the forest to approved disposal sites. Current trash disposal service is provided by Waste Management of Cal Sierra Disposal Inc. Please contact **Waste Management** at **209.532.1413** for more detailed service and fee information. Other trash disposal service providers may be available.

Electrical: Pacific Gas and Electric (PG&E) is the service provider for electricity. The Forest Service will require the concessionaire to notify PG&E that the concessionaire is to be listed as the user and billed for electrical service. Please contact **PG&E** at **1.800.468.4743** for more detailed service and fee information.

Telephone: There are telephone hook ups available at the Pinecrest Campground entrance station. The concessionaire will be required to contact AT&T to make arrangements. Service will be in the name of the concessionaire. Please contact **AT&T** at **800.288.2020** for more detailed service and fee information. Other service providers may be available.

Propane: The concessionaire is responsible for propane costs related to their operations during the permit use. For safety and regulatory reasons, the concessionaire is not allowed to install and/or store bulk butane or propane storage tanks. There are several providers in the area.

Satellite Data Services: Satellite data service providers are available for the area. There are several providers in the area.

II. Forest Service Concession Programs and Policies

Government-owned concessions are authorized by special use permits issued under Section 7 of the Granger-Thye (GT) Act, 16 U.S.C. 580d, and implementing regulations at 36 CFR Part 251, Subpart B.

In addition, there are certain Forest Service programs and policies that apply to campground concessions. All applications must be consistent with these requirements.

A. National Recreation Reservation Service (NRRS)

The Stanislaus National Forest participates in the NRRS, which provides nationwide, toll-free telephone reservations for single-family or group camping sites, rental cabins, and other recreational facilities. Visitors pay the camping fee at the time they make a reservation, and no fees are collected at the site (although the concessionaire may allow occupancy of any site in the NRSS that is unreserved and charge on site for that use). The current NRRS contractor is ReserveAmerica, 40 South St., Ballston Spa, New York 12020. Contact information for the NRSS can be found at:

Contractor - ReserveAmerica (for internal use only)

- Customer Service at ReserveAmerica: nrrscs@reserveamerica.com
- New York:
 - ReserveAmerica, Inc. (Active Network Outdoors)
18 Division Street, Suite 213
Saratoga Springs, NY 12866
(518) 306-2612
Front Desk Fax: (518) 885-4282
Customer Service Fax: (518) 580-1600
- Ontario:
 - ReserveAmerica, Inc. (Active Network Outdoors)
2480 Meadowvale Boulevard, Suite 120
Mississauga, Ontario
Canada L5N 8M6
(800) 695-4636
Fax Help Desk and Inventory (ReserveAmerica - Ontario): (888) 724-5520

The National Forest Service Region 5 NRRS Coordinator - Position Currently Vacant
telephone: 530-647-5393

or dial The NRS helpdesk: 877-345-6777.

Or

John Cameron; Forest Service Agency Technical Representative
telephone: 850-523-8589

email: jhcameron@fs.fed.us

The NRRS is the only authorized reservation system for Forest Service developed recreation sites, including campgrounds, cabins, and group use areas. The Forest Service contract for the NRRS prohibits campground concession permit holders from using any other reservation system, establishing their own reservation system, or reserving campsites other than through the NRRS.

Applicants may recommend adding sites to or deleting sites from the NRSS or changing the number of sites that may be reserved, the minimum number of days per reservation, or the location of sites that may be reserved. The concessionaire may also make these recommendations during the term of the permit. The authorized officer will decide whether to accept or reject the recommendations.

Under the NRRS, the following guidelines must be followed, unless there are compelling operational reasons:

1. For each developed recreation site included in the NRRS, at least 60 percent of the units must be available for reservations. The rest of the units may be occupied on a first-come, first-served basis.

Reservation windows vary by type of site and are as follows:

- Individual campsites: from 240 to 4 days prior to arrival date.
- Group use areas: from 360 to 4 days prior to arrival date.

2. When the NRRS is utilized, the concessionaire is responsible for on-site administration and will be required to:

- Obtain daily arrival reports (DARs) from the NRRS contractor each morning by establishing at least one central facsimile location, email address, or other means of obtaining and distributing DARs.
- Develop a system for posting reservations at the sites so other visitors know which units are reserved.
- Post and hold reserved sites for 24 hours.
- Ensure that the party with the reservation is the party using the site.
- Resolve any disputes over the use of reserved sites by drop-in campers.
- Verify that visitors hold a Golden Age or Golden Access Passport or the America the Beautiful–National Parks and Federal Recreational Lands Pass (ATB Pass) authorized under the Federal Lands Recreation Enhancement Act (REA), 16 U.S.C. 16 U.S.C. 6801-6814, before giving the discount on fees for those passes (*see [section II.B](#)*).
- Develop inventory data for sites being added to the NRRS, and update data for sites currently in the NRRS (including fees charged the public and temporary site closures).

Submit data to the NRRS at least annually for data updates.

- Communicate to the NRRS any emergency closures or other relevant operational changes as they occur.
- Approve customer refunds as appropriate, and process them through the NRRS. NRRS refund policies can be found at <http://support.recreation.gov/>
- Notify NRRS of any campground closures or campground loop closures related to the potential reconstruction and renovation of campground facilities and road system.

Because reservations can be made up to a year in advance for group sites and up to 6 months in advance for family sites, the NRRS is currently accepting reservations for the 2016 operating season. Fees received by the NRRS for reservations after December 31, 2015, will be held by the Forest Service and distributed following issuance of a special use permit to the successful applicant. In the final year of the permit, fees will be held in the same manner until a new permit is issued. The concessionaire will honor reservations made prior to issuance of the permit at the price in effect when the reservations were made.

B. Pass Discounts

The concessionaire must provide a 50 percent discount on recreation fees charged under REA at developed recreation sites covered by this prospectus to holders of Golden Age and Golden Access Passports, as well as holders of the Interagency Senior and Access Passes.

Specifically, holders of these passes are entitled to a 50 percent discount on the fee for a single campsite occupied by the pass holders. The pass holders are not entitled to a discount on the fee for a multiple-family campsite, cabin, or group use area or any additional campsites occupied by those accompanying the pass holders. The 50 percent campsite discount does not include utility, water, or any other hookup fees.

Any loss of fee revenue from honoring the passes should be factored into applicants' bids.

The concessionaire will not be required to offer discounts on camping to holders of the Annual or Volunteer Pass.

The following is a list of sites covered by this prospectus where the 50 percent discount for passes applies:

Table 5 - List of Sites Where 50% Discount Apply

Permit Area 1:	Clark Fork Complex	Sand Flat Campground Clark Fork Campground
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Permit Area 2:	Baker-Deadman Complex	Baker Campground Deadman Campground Kennedy Meadows Trailhead/Camping Area
Permit Area 3:	Pinecrest Complex	Pinecrest Campground Meadowview Campground Pinecrest Trailer Dump Station

C. Camp Stamps

Camp stamps must be honored at their face value and submitted to the authorized officer for reimbursement.

D. Site Closures

The Forest Service reserves the right to close all or a portion of any area in this prospectus for repair, construction, floods, snow, extreme fire danger, or other natural events, wildlife protection, or risks to public health and safety. The Forest Service shall not be liable to the concessionaire for lost revenue, operating costs, or any other losses resulting from these closures. However, for fee calculation purposes, the permit shall be placed in non-use status during such closures as provided by FSH 2709.11, section 31.23.

Potential Closures to Pinecrest Complex Campground for Facility Improvements

Within the term of this permit, campground and road renovations are planned for Pinecrest Complex Campgrounds.

The Forest Service is in a long term Federal Energy Regulation Commission (FERC) License agreement with Pacific Gas & Electric (PG&E). Under the terms of License #2130, funding for campground improvements may dictate the need for closure of Pinecrest Complex Campgrounds, in whole or in part, during the term of the permit, and to any extensions of the permit that may occur. In addition to the Campground Improvements Project, the road system leading into and around the campgrounds will be undergoing extensive reconstruction to improve the parking and traffic circulation pattern (implementation of the Traffic/Circulation/Parking Plan). This road work is expected to take place outside the high recreation use season. For more information, go to www.PinecrestLakeUpdate.com.

Implementation of the Pinecrest Area Campground Improvement Project is contingent on construction funds (Forest Service and PG&E capital improvement funds) being available. It is difficult to predict when funding for construction may be realized. The Forest Service will work

with the concessionaire and make every effort to minimize the interruption of public services and concession operations during site construction and renovation. Efforts to minimize any interruption /disruption may include but are not limited to: performing renovation and construction work during the shoulder season and the temporary closures of individual campground loops at any one time. However implemented, these improvement projects should be expected to cause some level of disruption and temporary closure to campground concession operations during the term of the permit. The Forest Service shall not be liable for any lost revenue as a result of facility closures during construction and renovation of the campground facilities and the road system outside the campgrounds. If the construction and renovation of the Campground Improvements Project or the Traffic/ Circulation/ Parking Project becomes extraordinary with egregiously disrupted concession operations, consideration will be given to extending the term of the permit (see Section III, A. Permit Term) to ensure that the concessionaire is provided with the full 5 year opportunity.

Potential Disruption to Baker Deadman Complex for River Restoration

Within the term of this permit, Deadman Campground and Kennedy Meadow Trailhead may experience construction vehicle traffic along the roadway due to restoration work upstream from these areas.

Pacific, Gas, and Electric (PG&E) is planning to perform restoration work within the river corridor. This area is south of the Baker Campground and Kennedy Meadows Trailhead on Tuolumne County land. There may be construction vehicles utilizing the access road and construction noise may be experienced. The Forest Service shall not be liable for any lost revenue as a result of facility disruptions during the construction and restoration project.

E. Administrative Use

If the Forest Service requires the concessionaire to provide a service for the agency, the concessionaire will be compensated for that use.

F. Applicable Forest Orders

Forest Orders may be issued to address a variety of management concerns on a particular forest. Sample orders related to the offering are identified in [Appendix 4](#). Additional applicable forest orders may be issued in the future.

G. Fee Tickets and Compilation of Use and Revenue Data

The concessionaire must provide fee tickets to visitors that include at least the following information:

- The site number and total amount paid.

- The date of issuance and number of days paid for.
- If a pass is used, the pass number.
- The number of people in the group.
- The number of vehicles and their license plate numbers.

The concessionaire must provide use and revenue data to the Forest Service (*see* [Appendix 5](#)). Use reports must be completed monthly and at the end of the operating season for each developed recreation site, provided that when the concessionaire performs GT fee offset work in lieu of paying the land use fee in cash, use reports may be submitted quarterly, rather than monthly. At a minimum, monthly and year-end use reports must include:

- The total number of units occupied based on daily counts.
- The total number of people based on daily counts.
- The percentage of occupancy by month.
- Total recreation fee revenue.
- Total fee revenue for other goods and services.
- The total number of Camp Stamps collected.
- The total number of passes used.

In addition, year-end use reports must include:

- Total fee revenue collected under the NRRS.
- Total taxes paid.
- Total gross revenue.
- Total net revenue.

H. Customer Service Comment Cards

The concessionaire must provide a customer service comment card to visitors at each developed recreation site (*see* [Appendix 6](#)).

I. Performance Evaluations

At a minimum, the Forest Service will perform a year-end performance evaluation within four months of the close of the operating season (*see* [Appendix 7](#)). An unsatisfactory rating may be cause for suspension or revocation of the special use permit. Sustained satisfactory performance is required for a permit extension.

J. Accessibility

The Architectural Barriers Act of 1968 (ABA) and Section 504 of the Rehabilitation Act of 1973 require new or altered facilities to be accessible, with few exceptions. In 2004, the Architectural

and Transportation Barriers Compliance Board (Access Board) issued revised accessibility guidelines for buildings and facilities subject to the ABA and the Americans with Disabilities Act (ADA). These new guidelines are called the ADA/ABA Accessibility Guidelines. In 2006, the Forest Service issued the Forest Service Outdoor Recreation Accessibility Guidelines (FSORAG). The FSORAG addresses types of recreational facilities, including developed recreation sites that are not covered by ADA/ABA Accessibility Guidelines.

Any Government maintenance, reconditioning, renovation, or improvement (*see* [section III.C](#)) must meet ADA/ABA Accessibility Guidelines, where applicable, as well as the FSORAG.

The FSORAG and the ADA/ABA Accessibility Guidelines are posted on the Forest Service's website at <http://www.fs.fed.us/recreation/programs/accessibility>. Questions regarding ADA/ABA Accessibility Guidelines may be referred to the Access Board at <http://www.access-board.gov>. Questions regarding the FSORAG may be referred to the accessibility coordinator for the local National Forest.

The concessionaire is responsible for ensuring effective communication with visitors with disabilities, including persons with impaired vision or hearing, so that all visitors may obtain information on accessible services, activities, and facilities.

K. Camping Unit Capacity

Number of Vehicles per Campsite/ Unit: A single-family camping site may accommodate one vehicle. A "vehicle" is defined as any motorized conveyance, except that for purposes of vehicular capacity, two motorcycles are considered one vehicle. Additional vehicles may be allowed at a camping unit, if the camping unit can safely accommodate them. When extra vehicles are allowed, an extra fee of up to 50 percent of the camping unit fee may be charged for each extra vehicle. If an extra vehicle exceeds the camping unit capacity (i.e., the extra vehicle causes a safety hazard or resource damage), the customer may be required to pay for an additional camping unit or park in an overflow parking area, if available. One towed vehicle per single camping unit will be allowed for no extra charge if it can be parked completely on the surfaced area and does not create a safety hazard. Examples of towed vehicles include a boat trailer or a car towed by a motor home.

Stanislaus National Forest family campsites are designed as single or multiple units. Single units have a design capacity of up to six people with one vehicle or RV and one extra vehicle such as a car, boat, or truck with a camper. A multiple (double) site has a design capacity of up to 12 people with not more than two vehicles or RVs and two extra-vehicles. Group camps will accommodate up to the specific Persons at One Time (PAOT) capacities specified in the description of the specific sites (*see* [Table 4](#)).

Every effort will be made by the concessionaire to ensure that single and multiple site capacities

and number of vehicles per site is maintained. Vehicles must be parked on the surfaced area and not create a safety hazard.

Group Site Capacity

The capacity established for group sites is as follows:

Pioneer Group Site:

Site 1 will accommodate: 50 people and 12 vehicles.

Site 2 will accommodate: 100 people and 16 vehicles.

Site 3 will accommodate: 50 people and 10 vehicles.

L. Stay Limit

Campers at overnight sites will be limited to a 14-day stay limit during any consecutive 30-day period. Camping at Kennedy Meadows Trailhead is limited to a two night stay.

M. Fees Charged to the Public

The concessionaire may charge the public fees only to the extent that the Forest Service can charge recreation fees under REA. All recreation fees must be specified per developed recreation site. The concessionaire must honor the proposed pricing through the first full operating season. Thereafter, the concessionaire may propose price adjustments with justification. Proposed price adjustments are subject to approval by the Authorized Officer.

Concessionaires may not charge for any of the following:

- Solely for parking, undesignated parking, or picnicking along roads or trail sides.
- General access, unless specifically authorized by REA.
- Dispersed areas with low or no investment, unless specifically authorized by REA.
- Persons who are driving through, walking through, boating through, horseback riding through, or hiking through NFS lands without using the recreational facilities and services for which a fee is charged.
- Camping at undeveloped sites that do not provide the minimum number of facilities and services prescribed by REA.
- Use of overlooks or scenic pullouts.
- Travel by private, noncommercial vehicle over any national parkway or any road or highway in the Federal-aid System that is commonly used by the public as a means of travel between two places, either or both of which are outside an area in which recreation fees are charged.
- Travel by private, noncommercial vehicle, boat, or aircraft over any road, highway, waterway, or airway to any land in which the person traveling has a property right, if the land is in an area in which recreation fees are charged.
- Any person who has a right of access for hunting or fishing privileges under a specific

provision of law or treaty.

- Any person who is engaged in the conduct of official federal, state, tribal or local government business.
- Special attention or extra services necessary to meet the needs of the disabled.

N. Law Enforcement

Forest Service Manual (FSM) 2342.1 Exhibit 01 addresses the law enforcement authorities and responsibilities of concessionaires, state and local law enforcement agencies, and the Forest Service at concession campgrounds (see [Appendix 8](#)).

The concessionaire will be responsible for reporting incidents of visitor injuries, acts of vandalism, theft, and destruction of Government or personal property. The report shall be made to the Summit Ranger District representative within 24 hours of the time that such acts are discovered.

O. Other Pertinent Information

Employee Housing: Accommodations for overnight use by personnel are limited to the host sites.

Site Protection, Erosion Control, and Wind Damage: The concessionaire has an affirmative duty to protect from damage the land, property, and other interests of the United States. Examples include, but are not limited to, fire suppression, erosion and wind damage to the environment and to Government-owned improvements covered by this permit, damage or contamination of the environment, and/or damage of roads and trails (see [Appendix 10](#): Sample Special Use Permit, Form FS-2700-4h, Clauses II.G, III.E, III.F, III.G, and V.A-I).

Propane, Fuels, and Hazardous Chemicals: For safety and regulatory reasons, the concessionaire is not allowed to install and/or store bulk butane or propane storage containers. All fuels and chemicals must be stored in properly labeled containers and in locations approved by the Forest Service representative and according to OSHA standards. The Annual Operating Plan and Special-Use Permit will describe the specific terms of how these materials must be stored, including the volume, type of storage, and spill containment plan (see [Appendix 10](#): Sample Special Use Permit, Form FS-2700-4h, Clauses V.A, G and H).

Protection of Historic Properties: The concessionaire has responsibilities under the National Historic Preservation Act of 1966. Prior to any activity with the potential to affect National Register Properties designated or eligible National Register sites are found in the campgrounds, the concessionaire must notify the Forest Service of their intentions and obtain Forest Service approval prior to any ground disturbance. Depending on the actions proposed and the sites involved, the review process can take up to several months. For such recurring activities as

replacing barrier posts, agreements will be worked out with the concessionaire and will be included in the Annual Operating Plan application.

Environmental Review, including Vegetation, Wildlife, and Threatened/Endangered

Species: The facilities offered in this prospectus are located within the area managed according to the Stanislaus National Forest Land and Resource Management Plan. Special procedures are required to assess the effect of proposed recreation site management activities, including all types of vegetation management and surface disturbing activities, including the range of sensitive species and managed species. Any soil disturbing activities must evaluate the potential of introducing or disturbing invasive plants and seeds in or into the work area from tools and/or machinery. The concessionaire must initiate contact well in advance of implementation, and coordinate closely with the Forest Service prior to beginning vegetation management activities or work requiring surface disturbance.

The Forest Service must approve activities before the work begins. The activity cannot proceed until the Forest Service has completed the required environmental review. The Forest Service will expedite the environmental review process to the best of its ability, but cannot be responsible for any loss of revenue due to delays resulting from the environmental review processes required by law.

Resource Concerns, Condition of Trees, and Hazard Tree Removal: The concessionaire will have to conduct pre-season inspection of the campgrounds to identify existing and potential hazards, including hazard trees. The concessionaire will also be responsible for monitoring and identifying hazard trees during the operating season. After securing written approval from the Summit Ranger District representative, the concessionaire is financially responsible for removing hazard trees and associated slash. The cost will not exceed one percent of the gross revenue generated by the concession per year. The Annual Operating Plan shall address appropriate disposal of hazard trees and slash. If the one percent of gross revenue threshold is anticipated, then consult with the Summit Ranger District representative to assist in identifying alternate remedies to remove hazard trees.

Alpine County Transient Occupancy Tax: Alpine County has implemented a 10 percent Transient Occupant Tax (TOT) on all campgrounds that operate within the county. Forest Service campgrounds that are within Alpine County include Sand Flat Campground and a portion of Clark Fork Campground of the Clark Fork Complex. Applicants are suggested to estimate the 10 percent TOT for campground and campsites into its operating costs. For more information on Alpine County TOT, go to Alpine County Finance Department webpage at <http://www.alpinecountyca.gov/index.aspx?NID=147>

III. Special Use Permit

In exercising the rights and privileges granted by the special use permit, the concessionaire must

comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

A. Permit Term

The permit term will be for up to 5 years, with an option to extend the term for up to an additional 5 years at the sole discretion of the authorized officer. The decision to extend the term will depend, in part, on sustained satisfactory performance of the concessionaire. If the construction and renovation of the Campground Improvements Project or implementation of the Traffic/Circulation/Parking Project becomes extraordinary with egregiously disrupted concession operations, consideration will be given to extending the term of the permit to ensure that the concessionaire is provided with the full 5 year opportunity. Upon expiration of the permit, continuation of the permitted activity will be at the sole discretion of the authorized officer and will be subject to a competitive offering. A new prospectus will be issued during the final year of the permit term.

If the decision to select a concessionaire is appealed, a permit will not be issued until the appeal has been resolved, unless operation is needed during the appeal, in which case a permit with a term of one year or less may be issued.

B. Concessionaire Responsibilities

This section highlights the requirements of the special use permit, which are contained in the prospectus (*see* [Appendix 10](#), [Appendix 11](#), and in [Appendix 20](#), [21](#), and [22](#)). Applicants are responsible for familiarizing themselves with all permit requirements that govern the operation covered by this prospectus.

Responsibility for Day-to-Day Activities: As a general rule, the concessionaire will be required to conduct the day-to-day activities authorized by the permit. Some, but not all, of these activities may be conducted by someone other than the concessionaire, but only with the prior written approval of the authorized officer. The concessionaire will continue to be responsible for compliance with all the terms of the permit.

Concessionaire-Furnished Supplies and Equipment: The concessionaire will be required to provide all vehicles, equipment, and supplies necessary to operate the authorized developed recreation sites in accordance with the special use permit.

The concessionaire will be responsible for providing vehicles, equipment and supplies necessary to maintain and operate the recreation facilities listed in this prospectus, and to the standards

specified in this prospectus. These include, but are not limited to:

- The operations manager's trailer or motor home, which must fit in the available space; and present a neat, clean, and professional image.
- Tools and supplies necessary to accomplish operation and maintenance of the recreation sites listed in this prospectus.
- Telephones, cellular phones or two-way radios, fax machines, reservation cards, and other office equipment necessary to maintain the reservations, fee collection duties, and record-keeping responsibilities as described in this prospectus. The concessionaire will be responsible for all utility fees associated with such equipment.
- Vehicles necessary to perform the work described in this prospectus.
- Storage buildings or containers, employee housing, or other facilities proposed by the concessionaire must have written approval of the Forest Service prior to installation. All facilities used in permit operations must be neat, clean, and well maintained.
- The concessionaire will furnish the Forest Service with combinations or keys for all locks used in management of the recreation facility

Concessionaire-Furnished Vehicles: The concessionaire may not use all-terrain vehicles or motorcycles in the campgrounds. The concessionaire may propose to use golf carts or other similar vehicles to facilitate daily maintenance of the facilities. If authorized, carts must stay on designated roads or trails when driving between sites or loops.

Maintenance, Reconditioning, or Renovation (MRR) and Recreation Site Management: Maintenance, reconditioning, and renovation are defined in the Special Use Permit FS-2700-4h, clause IV.E.1 (a) (c) (*see* [Appendix 10](#)). Concessionaire MRR is defined as maintenance, reconditioning, or renovation that neither materially adds to the value of the property nor appreciably prolongs its life. The work serves only to keep the facility in an ordinary, efficient operating condition. From an accounting or tax perspective, it is work that may be expensed, but not capitalized. In fulfilling these responsibilities, the concessionaire must obtain any licenses and certified inspections required by regulatory agencies and follow state and local laws, regulations, and ordinances and industry standards or codes applicable to the permitted operation (FS-2700-4h, clause IV.E.1 (d)). The concessionaire, at its expense, will be required to perform MRR work under an MRR Plan (FS-2700-4h, clause II.D). The MRR Plan will describe required MRR and its frequency. The MRR Plan will become part of the concessionaire's Annual Operating Plan.

C. Granger-Thye Fee Offset Agreement

The Federal Government owns all the improvements at the developed recreation sites covered by this prospectus. Under Section 7 of the Granger-Thye (GT) Act and the terms of the permit, the permit fee may be offset in whole or in part by the value of Government maintenance, reconditioning, renovation, and improvement (MRRI) performed at the concessionaire's expense.

Government MRRI is defined as maintenance, reconditioning, renovation, or improvement that arrests deterioration, improves and upgrades facilities, and appreciably prolongs the life of the property. Government maintenance, reconditioning, renovation or improvement, whether performed by the concessionaire or the Forest Service, shall be performed at the sole discretion of the authorized officer (see [Appendix 10](#), FS-2700-4h, clause IV.E.).

All Government MRRI shall be enumerated in an annual GT fee offset agreement signed by the concessionaire and the Forest Service in advance of the operating season (see [Appendix 12](#) and FS-2700-4h, Appendix B). Alternatively, a multi-year fee GT fee offset agreement can be prepared for consolidated fee payments. A list of sample Government MRRI projects is included in [Appendix 13](#) of the prospectus.

The concessionaire must perform GT fee offset work. When that work includes construction that costs more than \$2,000, it is subject to the Davis-Bacon Act and the GT fee offset agreement must contain Davis-Bacon Act wage provisions. Additionally, indirect costs may be offset provided the concessionaire submits either a currently approved indirect cost rate or accounting procedures and supporting documentation to determine an indirect cost rate (see [Appendix 14](#)).

The concessionaire's claims for GT fee offset must be documented using the FS-2700-4h, Appendix G, Granger-Thye Fee Offset Certification Form (see [Appendix 15](#)). This form requires the concessionaire to itemize allowable costs incurred for an approved GT fee offset project and to certify the accuracy and completeness of claims.

D. Insurance

Liability Insurance: The successful applicant must have liability insurance covering losses associated with the use and occupancy authorized by the permit arising from personal injury or death and third-party property damage in the minimum amount of \$1,000,000 for injury or death to one person per occurrence; \$3,000,000 for injury or death to more than one person per occurrence; and \$100,000 for third-party property damage per occurrence, or in the minimum amount of \$3,000,000 as a combined single limit per occurrence. Insurance policies must name the United States Government as an additional insured (see [Appendix 10](#) FS-2400-4h, clause III.I).

Property Insurance: General Property insurance is required for the Government-Furnished Property listed in [Appendix 3](#), and in the specific amounts shown in [Table 15](#) below.

Insured Properties: The following tables describe each permit area insurance requirements.

Table 6 - Permit Area 1: Sand Flat Campground Insured Property

Item	Unit	Quantity	Replacement Cost (Each)	Total
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Item	Unit	Quantity	Replacement Cost (Each)	Total
Entrance Sign—Single Sided	Each	1	\$1,750	\$1,750
Toilet Building—two seat, vault (wood)	Each	2	\$50,000	\$100,000
Toilet Building—one seat, vault (wood)	Each	5	\$25,000	\$125,000
Total				\$226,750

Table 7 - Permit Area 1: Clark Fork Campground Insured Property

Item	Unit	Quantity	Replacement Cost (Each)	Total
Entrance Sign—Double Sided	Each	1	\$3,500	\$3,500
Toilet Building—three seat, flush (wood)	Each	4	\$75,000	\$300,000
Toilet Building—two seat, vault (wood)	Each	4	\$50,000	\$200,000
Total				\$503,500

Table 8 - Permit Area 2: Baker Campground Insured Property

Item	Unit	Quantity	Replacement Cost (Each)	Total
Entrance Sign—Double Sided	Each	1	\$3,500	\$3,500
Toilet Building—one seat, vault (wood)	Each	6	\$25,000	\$150,000
Toilet Building—two seat, vault (wood)	Each	3	\$50,000	\$150,000
Total				\$303,500

Table 9 - Permit Area 2: Deadman Campground Insured Property

Item	Unit	Quantity	Replacement Cost (Each)	Total
Entrance Sign—Double Sided	Each	1	\$3,500	\$3,500
Toilet Building—one seat, vault (wood)	Each	3	\$25,000	\$75,000
Total				\$78,500

Table 10 - Permit Area 2: Kennedy Meadow Trailhead Insured Property

Item	Unit	Quantity	Replacement Cost (Each)	Total
Entrance Sign—Single Sided	Each	1	\$1,750	\$1,750
Toilet Building—one seat, vault (wood)	Each	3	\$25,000	\$75,000
Total				\$76,750

Table 11 - Permit Area 3: Pinecrest Campground Insured Property

Item	Unit	Quantity	Replacement Cost (Each)	Total
Entrance Booth—230 sq. ft.	Each	1	\$54,000	\$54,000
Entrance Sign—Double Sided	Each	1	\$3,500	\$3,500
Toilet Building—four seat, flush (wood)	Each	9	\$100,000	\$900,000
Total				\$957,500

Table 12 - Permit Area 3: Meadowview Campground Insured Property

Item	Unit	Quantity	Replacement Cost (Each)	Total
Entrance Booth—80 sq. ft.	Each	1	\$3,500	\$3,500
Entrance Sign—Double Sided	Each	1	\$3,500	\$3,500
Toilet Building—two seat, flush (wood)	Each	5	\$50,000	\$250,000

Item	Unit	Quantity	Replacement Cost (Each)	Total
Total				\$257,000

Table 13 - Permit Area 3: Pioneer Trail Group Campground Insured Property

Item	Unit	Quantity	Replacement Cost (Each)	Total
Entrance Sign—Double Sided	Each	1	\$3,500	\$3,500
Toilet Building—two seat, vault	Each	3	\$50,000	\$150,000
Total				\$153,500

Table 14 - Permit Area 3: Pinecrest RV Trailer Dump Station Insured Property

Item	Unit	Quantity	Replacement Cost (Each)	Total
Entrance Sign—Double Sided	Each	1	\$3,500	\$3,500
Total				\$3,500

Sum total property and liability insurance to be provided by the concessionaire will be the amounts listed below, as insured by Complex.

Table 15 - Required Property Insurance

Permit Area	Complex	Property Insurance Required
1	Clark Fork	\$730,250
2	Baker-Deadman	\$458,750
3	Pinecrest	\$1,371,500
Total		\$2,636,750

IV. Application

A. Instructions for Submitting Applications

Applicants may submit an application for all or some of the developed recreation sites offered in

this prospectus.

Applicants are strongly encouraged to visit the sites at least once before submitting an application. See [Appendix 1](#) and [Appendix 2](#), vicinity and area maps, and site maps for each developed recreation sites identified in this prospectus

The information in this prospectus is from generally reliable sources, but no warranty is made as to its accuracy. Each applicant is expected to make an independent assessment of the business opportunity offered in this prospectus.

All applications must be submitted to Jeanne Higgins, Forest Supervisor, Attention: Susan Clark, 19777 Greenley Road, Sonora, CA 95370. **Applications must be received by close of business (4:30 p.m.) on August 28, 2015.**

Applicants must submit six (6) copies of their application package and supporting documents.

Please ensure that all requested information is submitted. Missing or incomplete information will result in a lower rating for the corresponding evaluation criteria.

Applications must be signed. The person signing for an entity must have authority to sign for that entity. Applicants must include their address, telephone number, facsimile number, and email address.

Corporations also must include:

- Evidence of incorporation and in good standing.
- If reasonably obtainable, the name and address of each shareholder owning 3 percent or more of the corporation's shares and the number and percentage of any class of voting shares that each shareholder is authorized to vote.
- The name and address of each affiliate of the corporation.
- If an affiliate is controlled by the corporation, the number of shares and the percentage of any class of voting stock of the affiliate owned, directly or indirectly, by the corporation.
- If an affiliate controls the corporation, the number of shares and the percentage of any class of voting stock of the corporation owned, directly or indirectly, by the affiliate.

Partnerships, limited liability companies (LLCs), associations, or other unincorporated entities must submit a certified copy of the partnership agreement or other documentation establishing the entity or a certificate of good standing under the laws of the state where the entity is located.

Applicants should contact Miguel Macias, Public Service Program Area Leader, at 209.965.3434 extension 5311, regarding any questions related to this prospectus, or by mail at:

Stanislaus National Forest
Summit Ranger District
#1 Pinecrest Lake Road
Pinecrest, CA 95364

B. General Terms, Qualifications, and Reservations

All applicants have an equal opportunity to apply, except for members of Congress, Resident Commissioners, and current Forest Service employees. Any individual or entity may apply.

The Forest Service does not guarantee a profitable operation. Rather, applicants are responsible for reviewing the prospectus and making their own determination concerning business viability.

The Forest Service will select the application that offers the best value to the Government. The Forest Service reserves the right to select the successful applicant based on a trade-off between the fee to the Government and technical merit.

The Forest Service is not obligated to accept the application with the highest return to the Government.

The Forest Service reserves the right to select the successful applicant based solely on the initial application, without oral or written discussions.

The Forest Service reserves the right to reject any or all applications and to rescind the prospectus at any time before a special use permit is issued.

Any oral statement made by a representative of the Forest Service shall not modify the requirements of this prospectus. If it is determined that an error or omission has been made or additional information is required, a written amendment will be sent to each person or entity receiving a copy of this prospectus.

If there is a conflict between the terms of the prospectus and the special use permit, the terms of the permit will be final.

The information contained in applications will be kept confidential to the extent permitted under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a).

C. Application Package Requirements

Applications must be in writing and must include or address the following:

1. A proposed Annual Operating Plan (including required and optional services)
2. A business plan, business experience, and references

3. Financial resources
4. Fees charged to the public
5. Fees to the Government
6. Application fees

1. Proposed Annual Operating Plan (Including Required and Optional Services)

Applicants must submit a proposed annual operating plan that addresses all required and optional services. Applicants must utilize the sample Annual Operating Plan and Operating Plan outline (see [Appendix 9](#)) to organize their response to this section. The successful applicant's proposed Operating Plan will be attached to and become a part of the special use permit.

Applicants must specify whether another party will assist with any of the operational aspects of the concession, and if so, must include the other party's name, address, telephone number, email address, and relevant experience.

Below are brief highlights of what needs to be addressed in the proposed Annual Operating Plan. For comprehensive detailed requirements in the Operating Plan, see the sample Annual Operating Plan and Operating Plan outline in [Appendix 9](#) of the prospectus.

Operating Season: The minimum operating season will be as shown in [Table 4](#), in section I.C of this prospectus.

Applicants shall include the period in which they will operate the sites listed in the prospectus. All sites must be open and operational seven days per week during the minimum operating season, unless a Forest Service closure order is in effect. Applicants are encouraged to submit proposals that include the operations of the sites described in this prospectus beyond the minimum operating period into the shoulder season and winter months.

Staffing: Applicants must address appropriate staffing to meet customer service and cleanliness standards. The concessionaire will be responsible for furnishing all personnel for operating the developed recreation sites, and for adequately training and supervising their activities under the terms of the permit. The concessionaire must meet requirements of federal and state laws governing employment, wages, and worker safety. Based on past experience, recommended staffing is outlined in [Appendix 21](#) of the prospectus. Applicants should address worker hours and schedules. Applicants also should address staff training for effective customer service, conflict resolution, area-specific emergency procedures, and dissemination of recreation and tourism information.

Supervision and Management: Applicants must designate an individual to serve as the agent of the concession (Concession Operations Manager) for purposes of administration of the permit by the Forest Service. The designated agent must periodically review attendant performance on site and must be available to resolve repair needs within 24 hours of discovery or notification. The

designated agent will be responsible for the conduct of its employees, including preventing conduct prohibited by 36 CFR Part 261, Subpart A, and ensuring that employees are not under the influence of intoxicating beverages or narcotic drugs while on duty or representing the concessionaire. Applicants should also include a policy for disciplining employees who engage in inappropriate conduct.

Uniforms and Vehicle Identification: Applicants should describe concession employee uniforms, insignia, name tags, and the applicants' policy for ensuring a clean, professional appearance by staff while on duty. The employees may not wear any component of the Forest Service uniform. Additionally, applicants should address their policy for vehicle maintenance and appearance; types of vehicles to be used for operations (vehicles may not be driven off designated roads or trails); and signage to identify the concessionaire to the public.

2. Business Plan, Business Experience, and References.

Applicants must submit a business plan utilizing a similar format in [Appendix 17](#) of the prospectus. This part of the application package must be a separate document. The business plan provides a thorough analysis of an applicant's vision of the proposed business. A good business plan is essential for running a successful business, maintaining and improving the business, and raising needed capital.

Applicants must furnish a detailed description of their experience relating to operating and maintaining developed recreation sites (*e.g.*, campgrounds, beaches, and marinas). The description must include experience in private business, public service, or any nonprofit or other related enterprises. Applicants are encouraged to contact their local Small Business Development Center (SBDC) if they need assistance in completing their business plans. Alternatively, applicants who have already received a review of their business plan from an SBDC or the Forest Service for the current fiscal year may submit a copy of the review report.

SBDC Review: All business plans will be independently reviewed by an SBDC. Applicants are required to submit six (6) copies of their business plan. If an applicant's current fiscal year business plan has already been reviewed by an SBDC, the applicant may submit a copy of the review report.

Performance Evaluations: Applicants who have experience in managing Forest Service or other Government concessions must provide copies of the most recent annual written performance evaluations for each Forest Service or other concession the applicants have operated or are operating.

References: Applicants also must furnish three business references with names, addresses, telephone numbers, and email addresses in support of relevant business experience. These references will be contacted for information regarding applicants' past performance. In addition,

the Forest Service may consider past performance information from other sources.

3. Financial Resources

Applicants must submit a complete set of all financial statements for the last three fiscal years that have been audited, reviewed, or compiled by a Certified Public Accountant (CPA). For any financial statements that were only compiled by a CPA, applicants must complete FS-6500-24, Financial Statement (*see* [Appendix 18](#)) for certification of the accuracy of the financial statements.

Applicants must complete FS-6500-24 for any of the last three fiscal years they were in business for which a financial statement was not audited, reviewed, or compiled by a CPA. An applicant who has had a financial ability determination (FAD) conducted within the past year should include a statement to that effect along with the forest name, contact name and telephone number. Additionally, applicants must identify any pending applications or new permits obtained from the Forest Service since the FAD was completed.

In completing FS-6500-24, LLCs must list the name of the company in block 1, the names and interests of the principals in block 5, and their members should be listed in block 6. In addition, LLCs must complete the certification in Part (D)(1) of FS-6500-24.

An applicant who has not been in business for the last three fiscal years, and therefore cannot submit audited, reviewed, or compiled financial statements or an FS-6500-24, must submit three fiscal years of projected financial statements compiled by a CPA using the forecast method.

Any financial information submitted by applicants must conform to generally accepted accounting principles (GAAP) or other comprehensive bases of accounting. Any previously prepared financial documents that are submitted must be un-redacted and in their original form, including footnotes.

Applicants must show at least 25 percent of the first year's operating costs in liquid assets. Liquid assets are assets that are readily converted into cash.

Applicants also must complete blocks 1 through 5 of form FS-6500-25, Request for Verification (*see* [Appendix 19](#)) and submit the signed and dated form with the application. The Forest Service will forward the FS-6500-25 for the most qualified applicant to the Albuquerque Service Center for processing. The auditor assigned to conduct the FAD will send a copy to each financial institution with which the applicant does business. The financial institutions must complete blocks 6 through 15 of the form and mail the completed form to USDA Forest Service, Albuquerque Service Center: Budget and Finance, Attention: Audits Branch, 101B Sun Ave NE, Albuquerque NM, 87109.

4. Fees Charged to the Public

Applicants must provide a list of all fees they propose to charge to the public for the first three years of operation; including fees for required and optional services, and a list of required and optional services (*see* [Appendix 9](#)). Discuss any variable pricing, discounts, and passes. All proposed fees to be charged to the public also must be included in the business plan as an income item.

The Forest Service reserves the right to regulate the rates charged to the public.

5. Fees to the Government

The Government is obligated to obtain fair market value for the use of its land and improvements. The minimum fee per year is provided in Tables 18, 19, and 20. The minimum fee is the concession's average gross revenue for the past three years multiplied by the current 30-year Treasury bond rate. The minimum fee will be adjusted at the end of the first five years of the permit term if the permit is extended for five years.

Fee Calculations

Table 8 - Clark Fork Complex Annual Fee Estimate

Clark Fork Complex	
<u>Year</u>	<u>Gross Revenue</u>
2014	\$122,920
2013	\$99, 983
2012	<u>\$106, 242</u>
Total Gross Revenue:	\$329,145
Divided by 3 = \$109,715 Average Gross Revenue	
Average Gross Revenue Multiplied by 3.5% (Treasury Bond Rate) = \$3,840.02	
Minimum Annual Fee is \$3,840.02	

Table 9 - Baker Deadman Complex Annual Fee Estimate

Baker Deadman Complex

<u>Year</u>	<u>Gross Revenue</u>
2014	\$112,839
2013	\$94,100
2012	<u>\$102,737</u>
Total Gross Revenue:	\$309,676

Divided by 3 = \$103,225 Average Gross Revenue

Average Gross Revenue Multiplied by 3.5% (Treasury Bond Rate) = \$3,612.89

Minimum Annual Fee = \$3,612.89

Table 10 - Pinecrest Complex Annual Fee Estimate

Pinecrest Complex

<u>Year</u>	<u>Gross Revenue</u>
2014	\$620,852
2013	\$513,309
2012	<u>\$556,674</u>
Total Gross Revenue:	\$1,690,835

Divided by 3 = \$563,612 Average Gross Revenue

Average Gross Revenue Multiplied by 3.5% (Treasury Bond Rate) = \$563,612

Minimum Annual Fee = \$19,726.42

Applicants may propose a fee below the minimum, provided they can document why this amount represents fair market value. However, the Forest Service may reject the proposed fee if the agency determines that it does not reflect fair market value.

Applicants must propose the fee to the Government as a percentage of the concession's adjusted gross revenue. One percentage may be proposed for the entire permit term, or the percentage may vary each year.

Optional Consolidated Land Use Fee Payment: Applicants may propose a consolidated fee payment for up to 5 years during the initial permit term or extension of the term to finance a GT fee offset project. The consolidated land use fee payment will be determined by multiplying the average annual gross revenue of the offering for the past 3 years (adjusted, if applicable, based on expansion or contraction of the concession) by the number of years the land use fee payments will be consolidated, and multiplying the product by the percentage of gross revenue proposed by the applicant. If the Forest Service will perform the GT fee offset work using a collection agreement, the entire consolidated land use fee payment must be made when the first land use fee payment otherwise would have been due. If the concessionaire will perform the GT fee offset work, the

concessionaire must commence that work within the first 6 months of the consolidated fee period and must complete the work within 18 months of the beginning of the consolidated fee period. The consolidated land use fee payment will not be reconciled based on actual gross revenues.

The proposed fee to the Government must also be included in the business plan as an expense item in the cash flow projections.

The fee to the Government may be offset in whole or in part by the value of Government MRRI, performed at the permit holder's expense in accordance with a GT fee offset agreement ([see Section III. C.](#) of the prospectus).

6. Application Fees

Cost Recovery: Applications submitted in response to this prospectus are subject to cost recovery pursuant to 36 CFR 251.58(c)(1)(ii) and (c)(3)(iii). Applicants must submit a processing fee of \$100 for Clark Fork Complex; and/or \$100 for Baker Deadman Complex; and/or \$300 for Pinecrest Complex to cover the cost of the prospectus and review of the application. Payments due the United States Government for this application must be paid in the form of a bank draft, money order, or cashier's check payable to the USDA-Forest Service. Payments will be credited on the date received by the designated Forest Service collection officer or deposit location. Additionally, the selected applicant will be responsible for the costs of preparing and issuing the permit and conducting a FAD, unless the Forest Service has conducted a FAD for the applicant within the past year. If a FAD has been completed for the applicant within the last 12 months, the applicant will be responsible for the cost of adjusting it to reflect any change this selection will have on the applicant's financial ability.

D. Evaluation of Applications

A Forest Service evaluation panel will evaluate each application utilizing the fixed weight method.

The following evaluation criteria are listed in descending order of importance:

1. Proposed Annual Operating Plan (including required and optional services).
2. Business plan, business experience, and references.
3. Financial resources.
4. Fees charged to the public.
5. Fees to the Government.

The Forest Service will consider only the applicant's written application package and any past performance information obtained by the Forest Service. During the evaluation process, the evaluation panel may contact any references, including all federal, state, and local entities that have had a business relationship with the applicant. The evaluation panel also may consider past

performance information from other sources.

The evaluation panel will make a recommendation to the authorized officer as to which applicant offers the best value to the Government. The authorized officer will make the selection decision. All applicants will be notified of the successful applicant via certified mail.

The Forest Service will conduct a FAD on the selected applicant as a prerequisite to issuing a special use permit, unless the agency has a current fiscal year FAD conducted by the Albuquerque Service Center or SBDC for another Forest Service unit.

The Forest Service reserves the right to reject any and all applications.

The Forest Service reserves the right to rescind the prospectus at any time before a special use permit is issued. If the Forest Service rescinds the prospectus, application fees will be returned.

V. Post-Selection Requirements

Once an applicant has been selected, the following information must be submitted and approved by the Forest Service prior to issuance of a special use permit:

1. A final Annual Operating Plan containing all the items included in the Annual Operating Plan submitted in response to the prospectus.
2. An annual GT fee offset agreement.
3. Documentation of required liability insurance and, if applicable, property insurance.
4. Documentation of bonding, if applicable.
5. Required deposits and advance payments (*see* [Appendix 10](#) of the prospectus and FS-2700-4h, clause IV.C.1).
6. Documentation that utility services have been obtained in the name of the selected applicant.
7. A state business license and any other required federal, state, or local certifications or licenses.

The successful applicant will be required to submit all these items within 30 days of the date of the selection letter. If these requirements are not met within the 30-day period, a special use permit will not be issued. The applicant who receives the next-highest rating may then be selected for the special use permit, subject to the same requirements.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

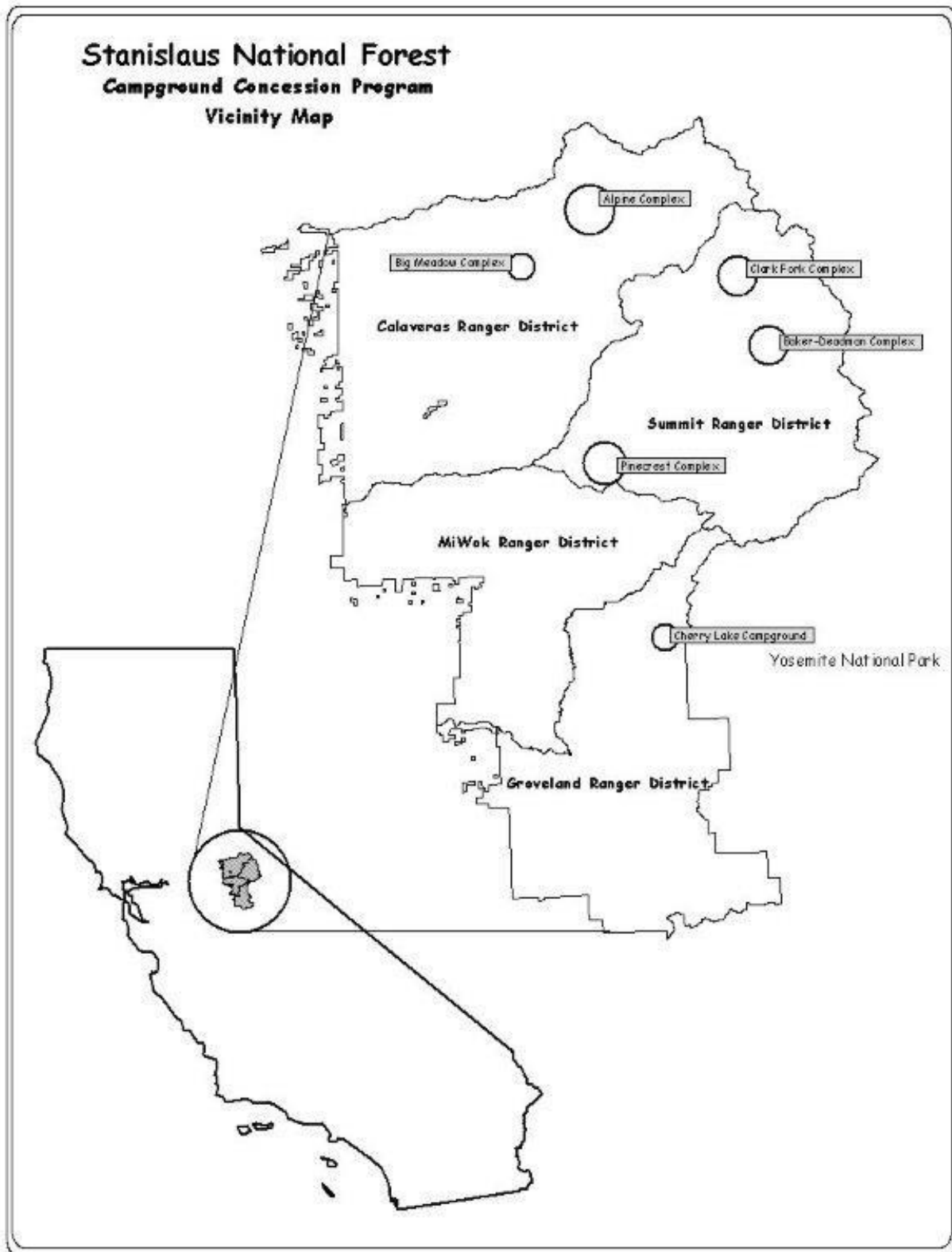
The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

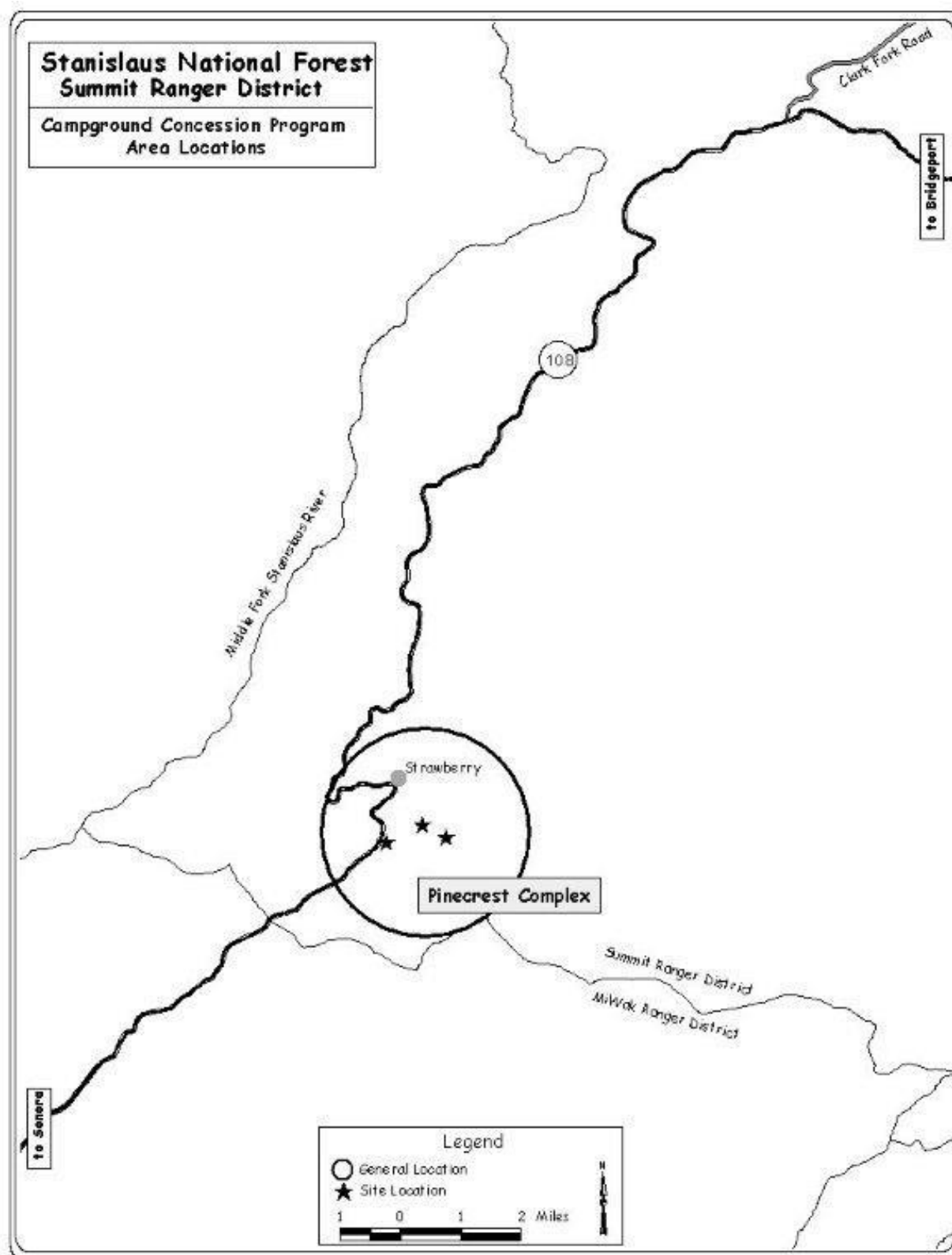
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

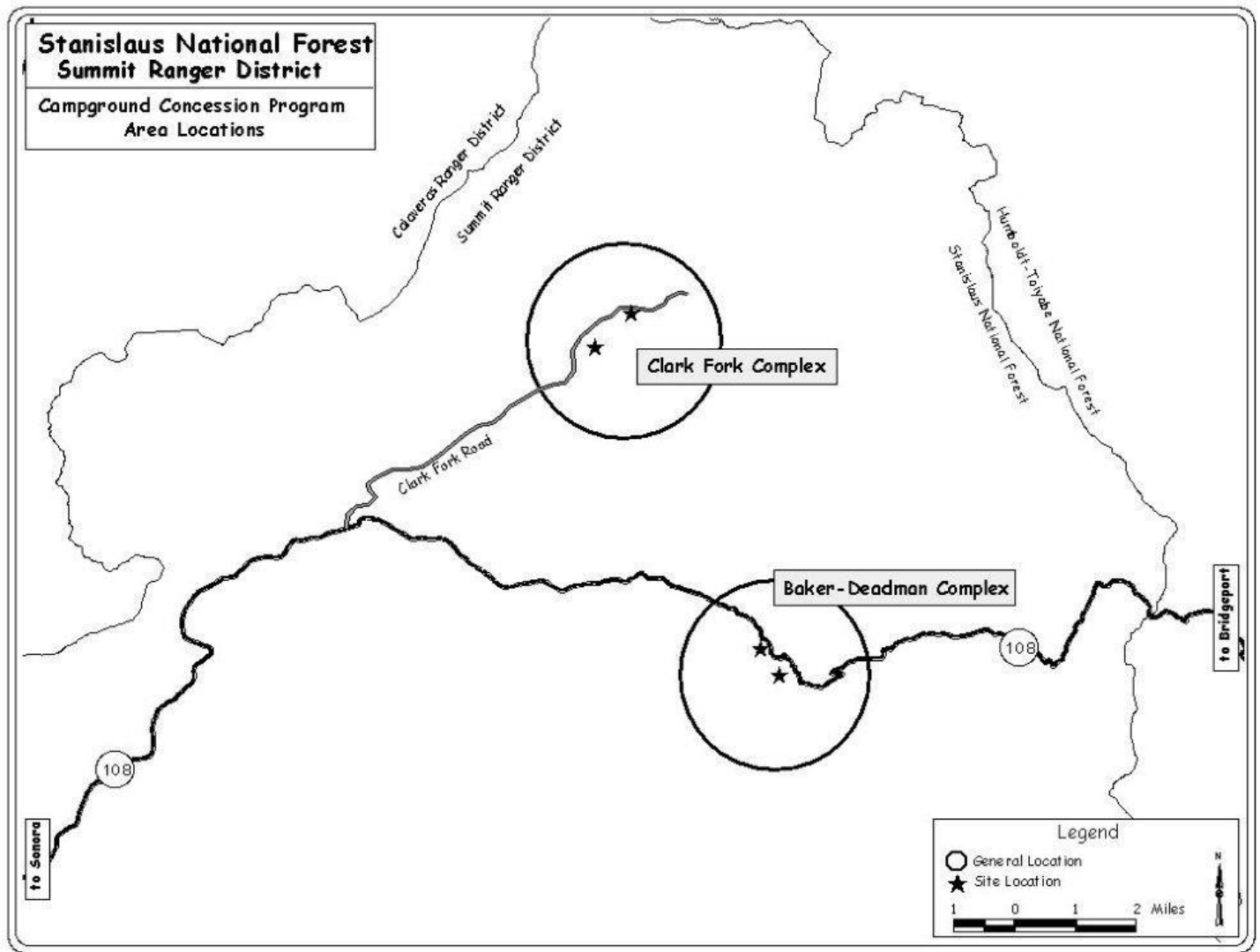
The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Appendices

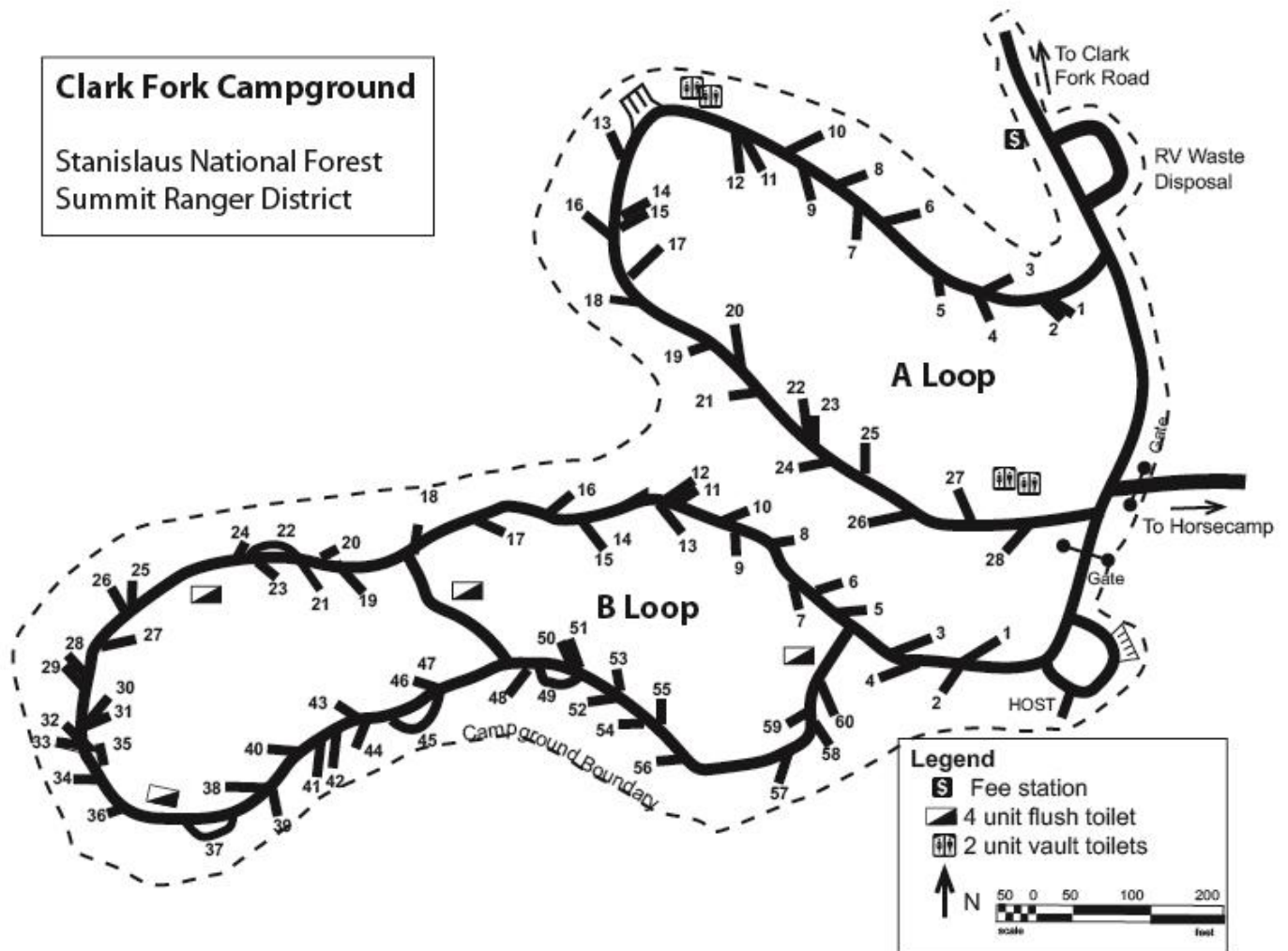
Appendix 1: Vicinity and Area Maps





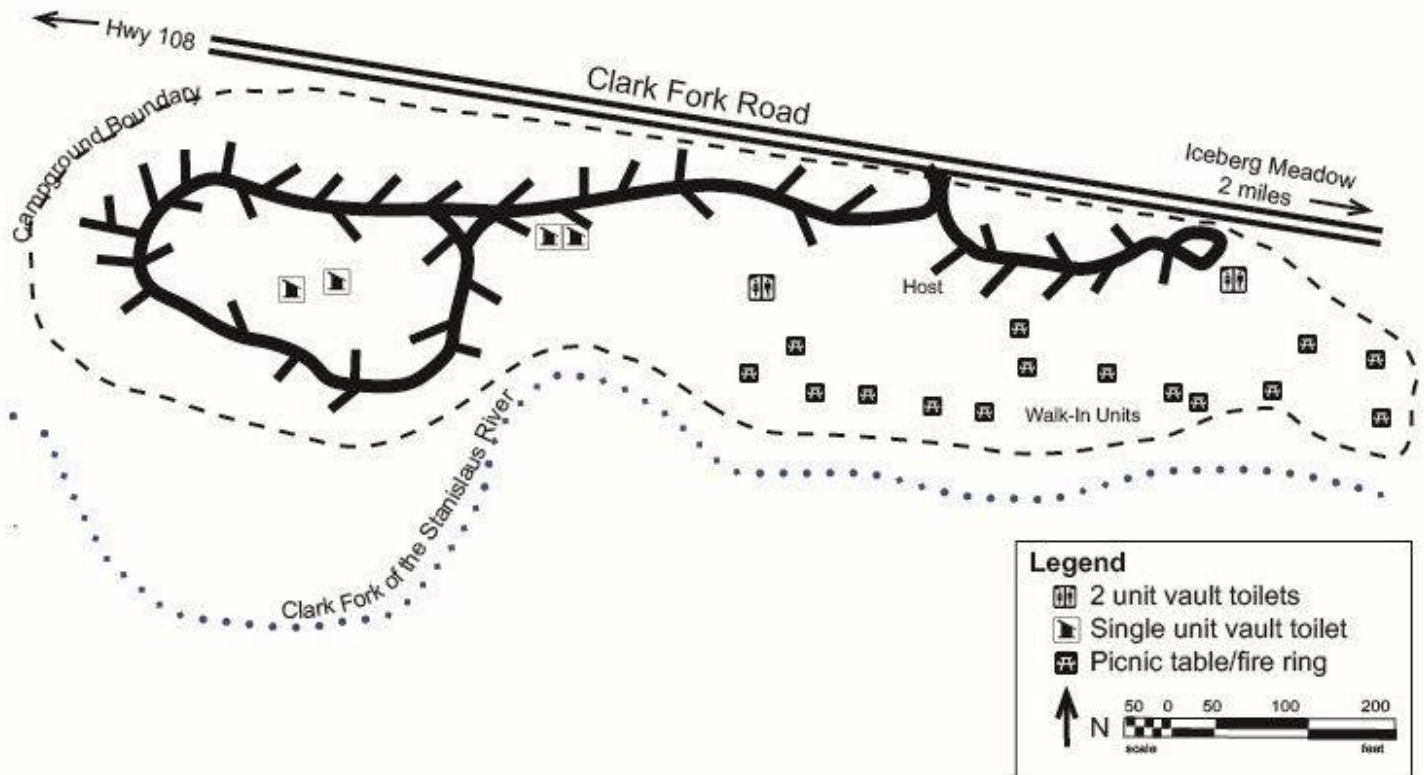


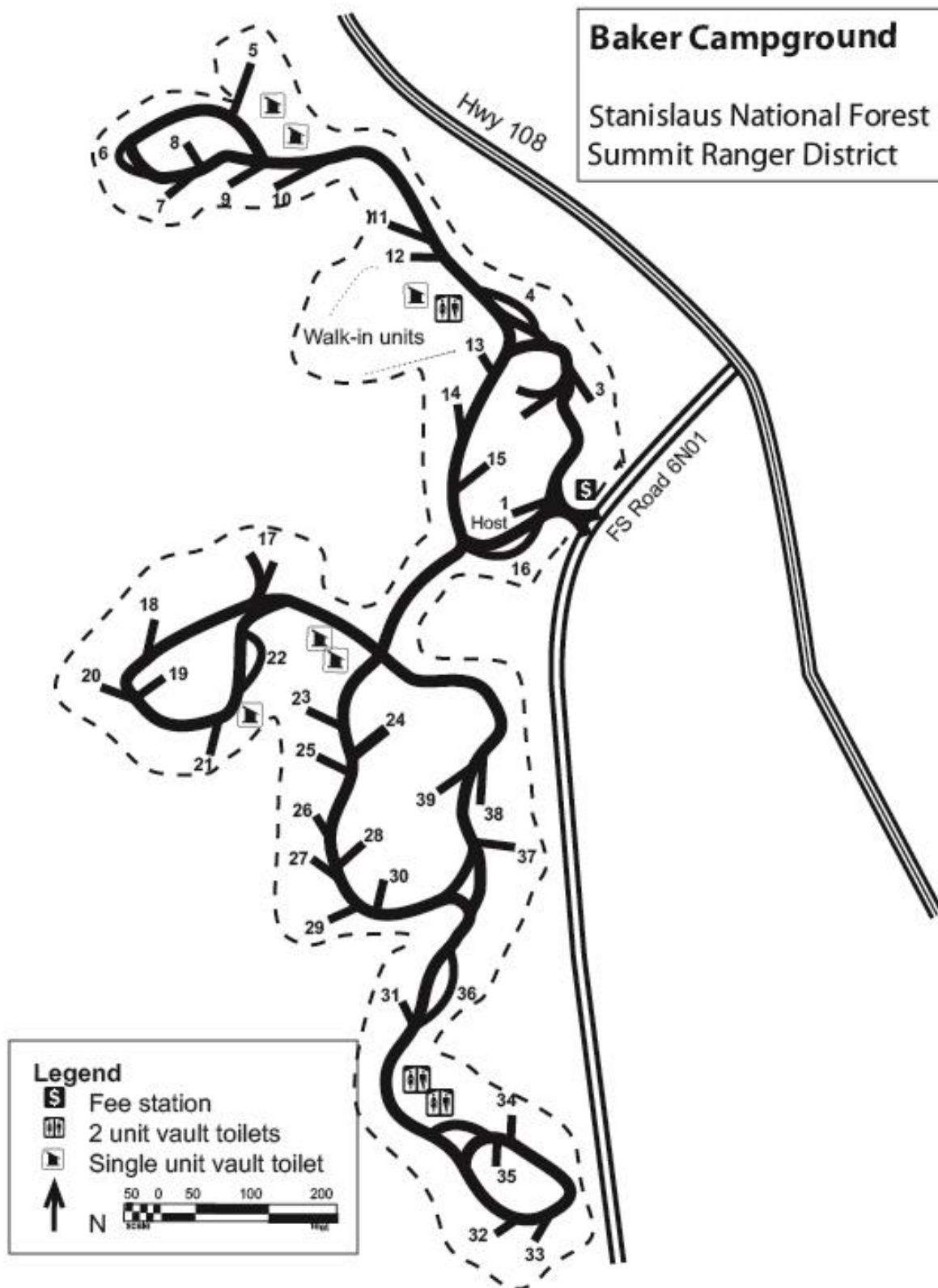
Appendix 2: Site Maps

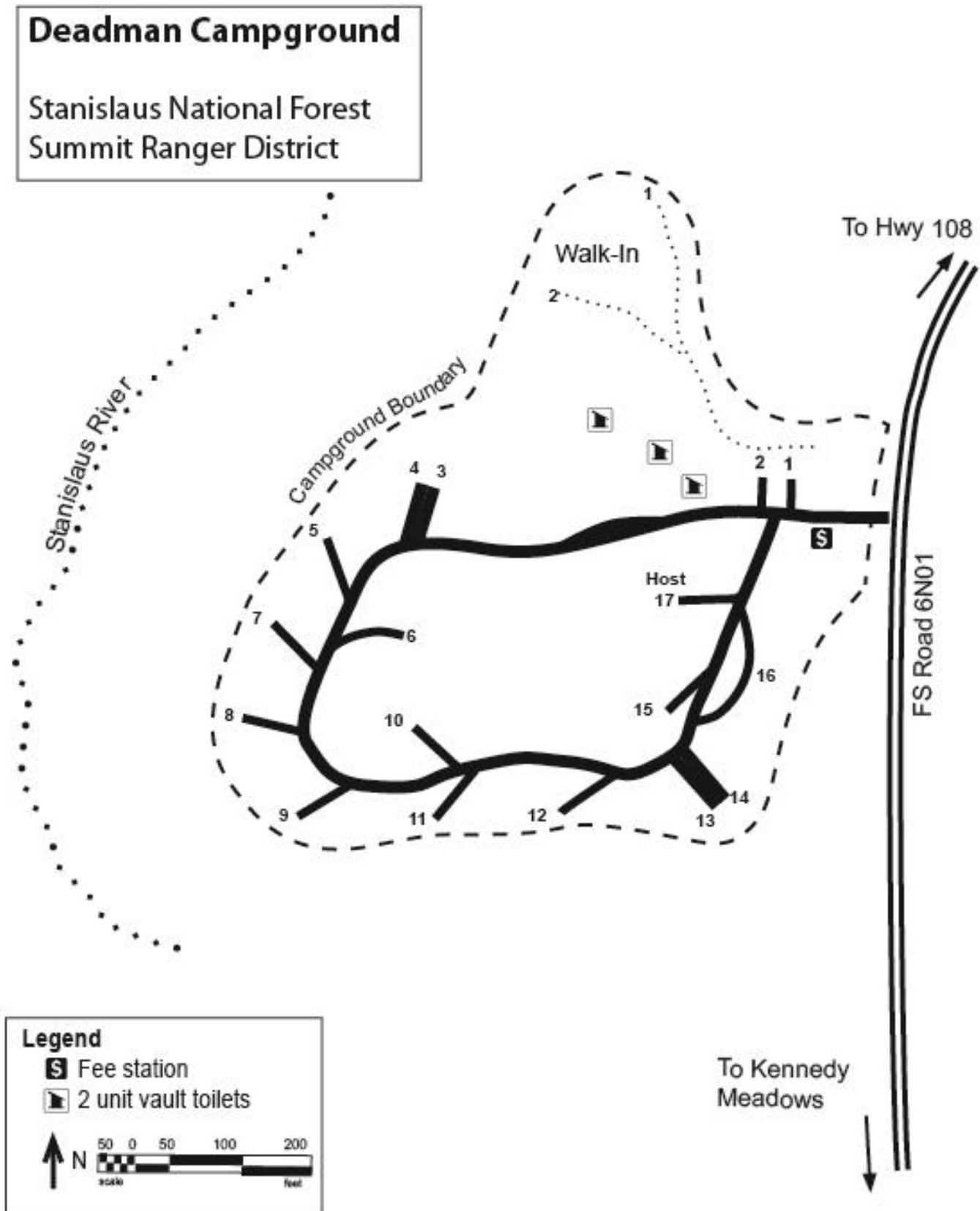


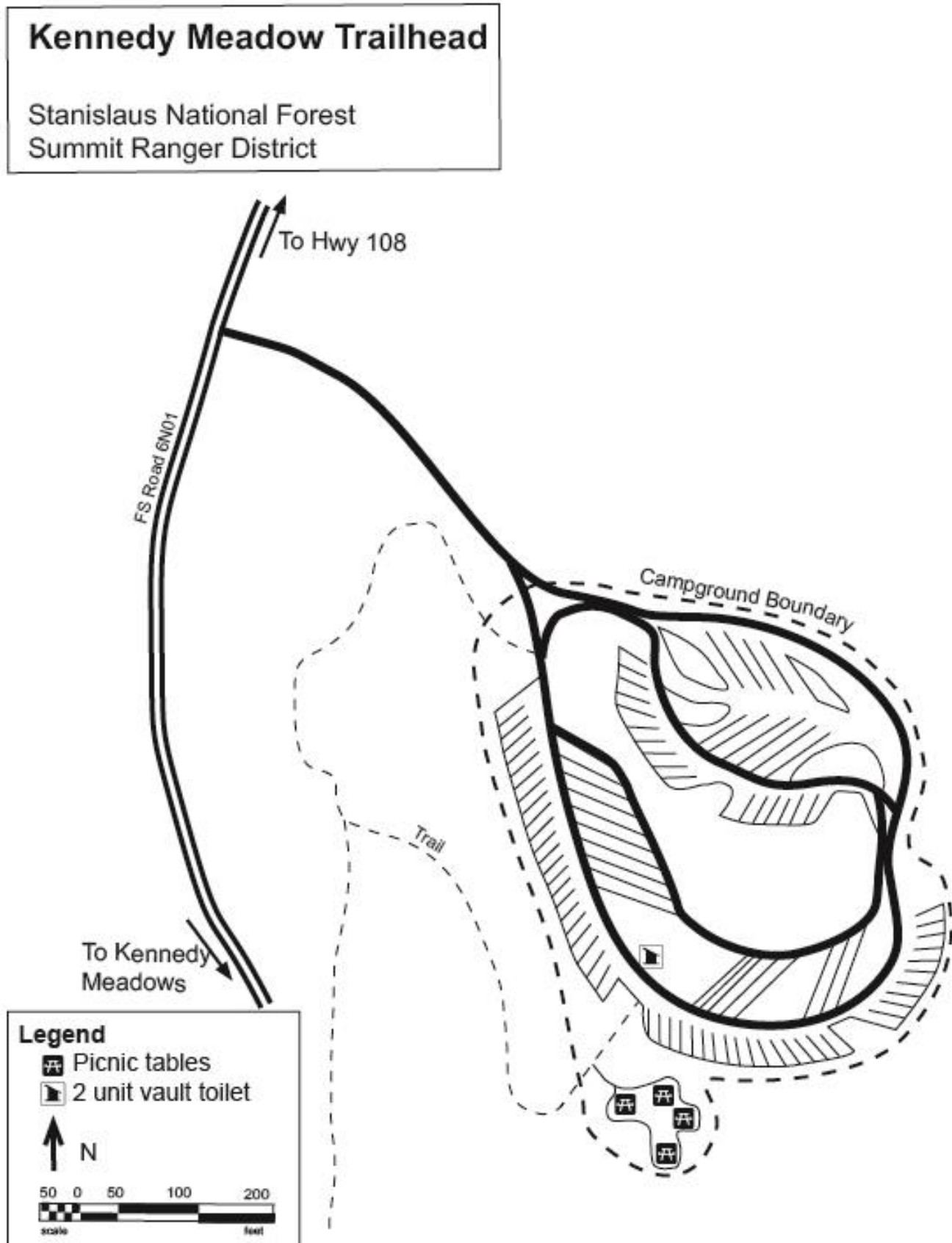
Sand Flat Campground

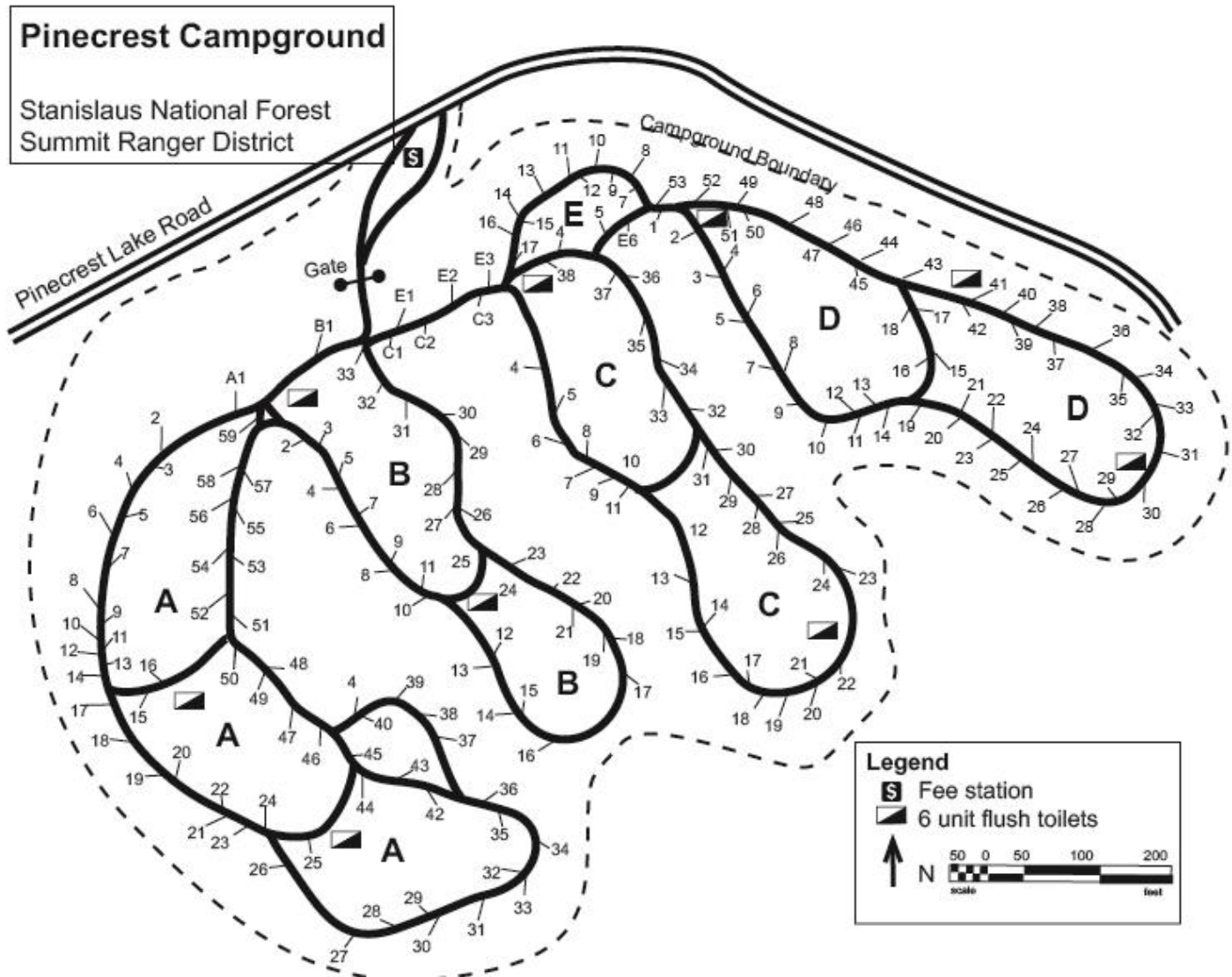
Stanislaus National Forest
Summit Ranger District





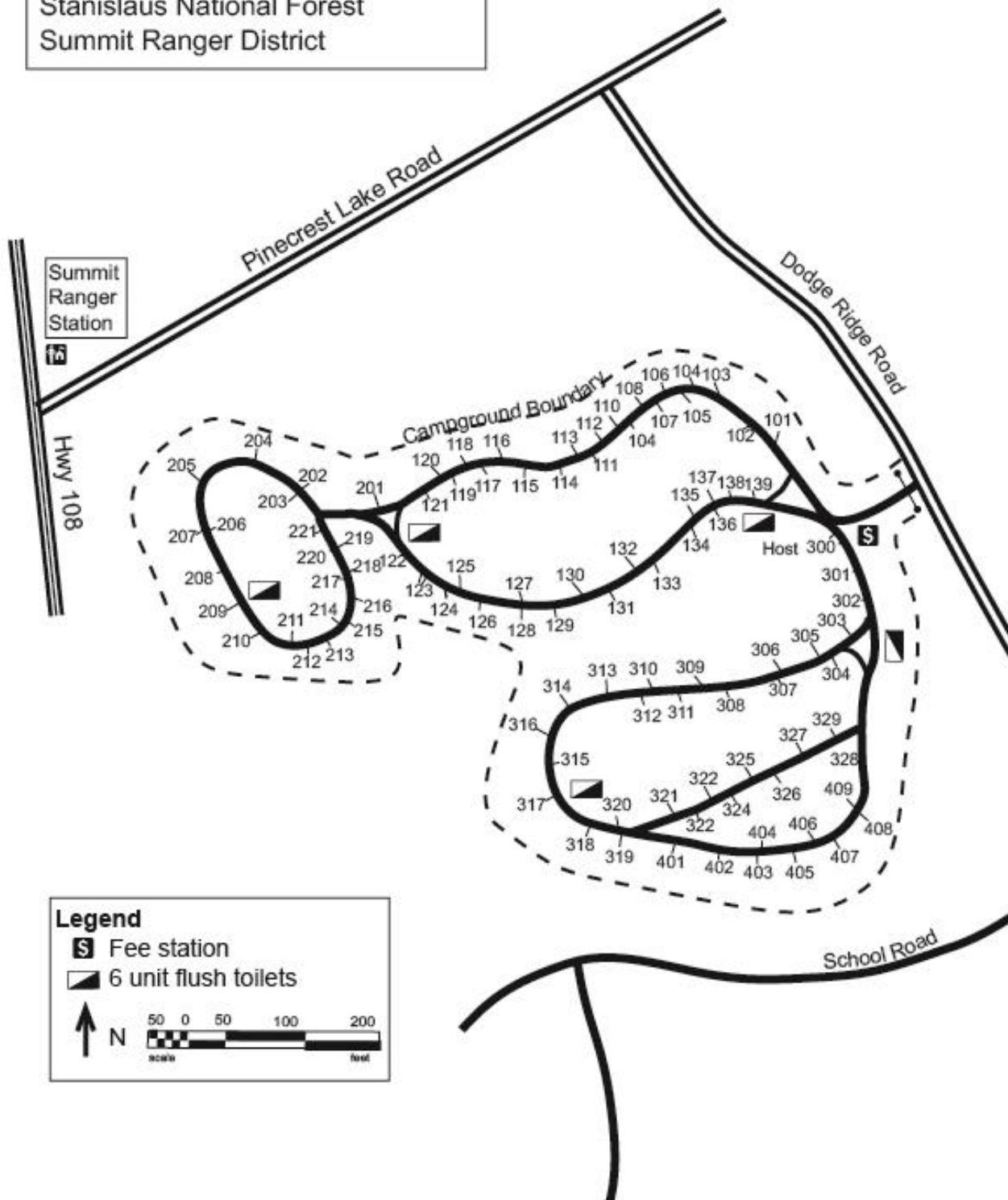






Meadowview Campground

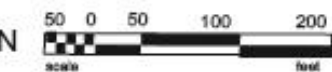
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Summit Ranger District

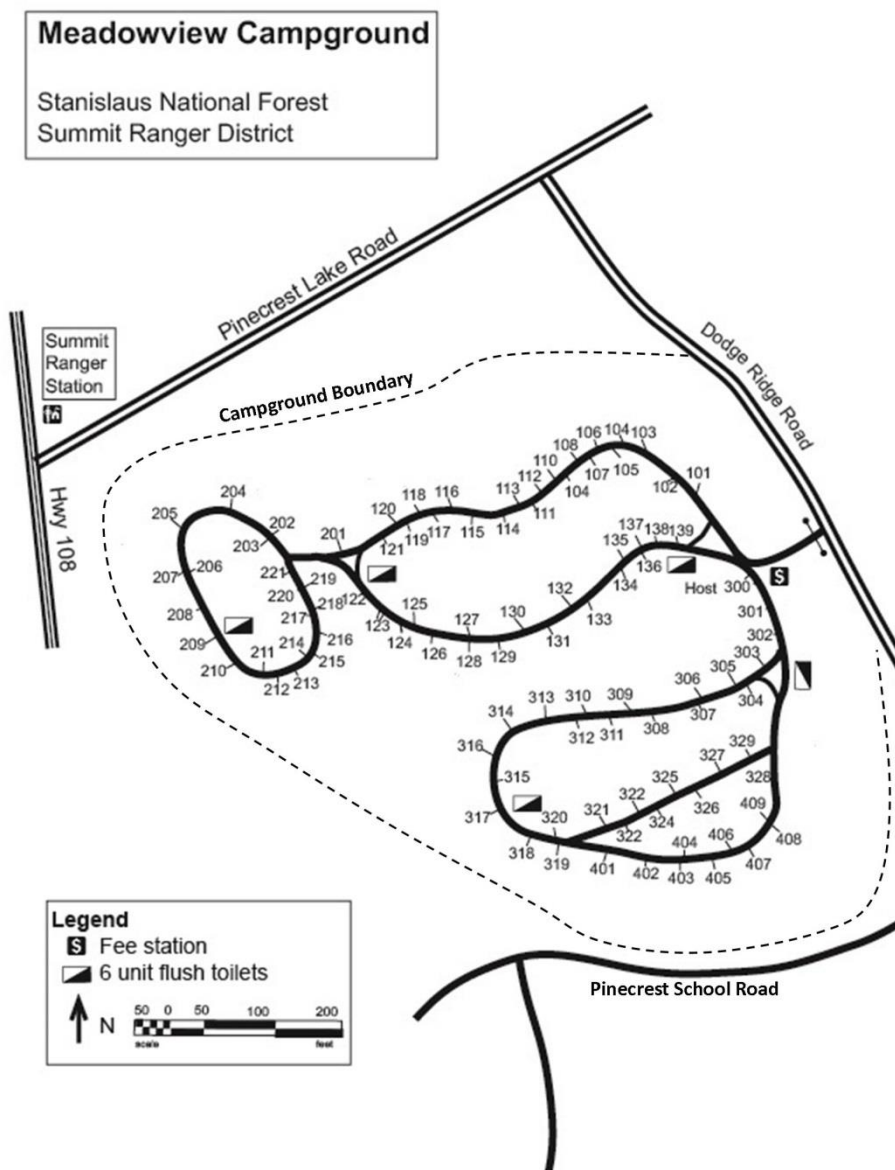


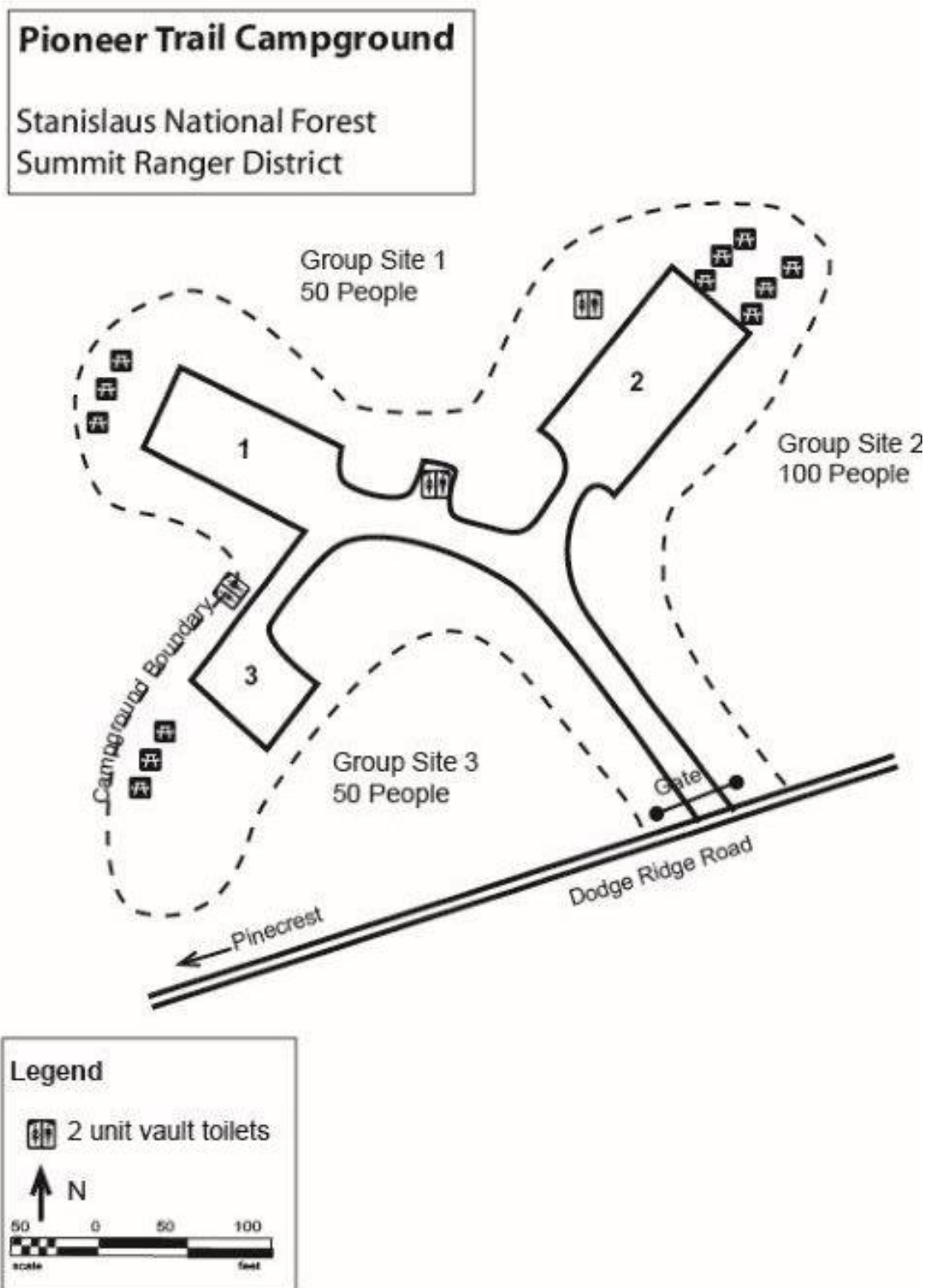
Legend

S Fee station

▣ 6 unit flush toilets







Appendix 3: Government Facility and Improvement Inventories

Permit Area 1 - Sand Flat Campground

Item	Unit	Quantity	Replacement Cost (Each)	Total
Culvert	L.F.	20	\$22	\$440
Entrance Sign—Single Sided	Each	1	\$1,750	\$1,750
Fee Collection Tube	Each	1	\$1,000	\$1,000
Fire Rings	Each	68	\$250	\$17,000
Garbage Bin—2 yard	Each	10	\$650	\$6,500
Garbage Pad—Cement	Each	7	\$500	\$3,500
Host Site (includes Septic, Water)	Each	1	\$7,500	\$7,500
Parking Barriers (log, rock, wood) (1900 L.F.)	Each	380	\$40	\$15,200
Road—Unsurfaced	Mile	0.4	n/a	n/a
Sign—Direction	Each	2	\$100	\$200
Sign—Information (Bulletin Board)	Each	1	\$250	\$250
Site Marker—Carsonite	Each	68	\$30	\$2,040
Table—Heavy Wood	Each	40	\$1000	\$40,000
Table—Wood and Metal	Each	28	\$400	\$11,200
Toilet Building—one-seat, vault (wood)	Each	1	\$25,000	\$25,000
Toilet Building—two seat, vault	Each	3	\$50,000	\$150,000
Well and Hand Pump	Each	6	\$3,500	\$21,000
Total				\$302,580

Permit Area 1 Clark Fork Campground

Item	Unit	Quantity	Replacement Cost (Each)	Total
Culvert	L.F.	220	\$22	\$4,840
Bear Box (food storage)	Each	14	\$500	\$7,000
Entrance Sign—Double Sided	Each	1	\$3,500	\$3,500

Item	Unit	Quantity	Replacement Cost (Each)	Total
Fee Collection Tubes	Each	2	\$1,000	\$2,000
Fire Rings	Each	88	\$235	\$20,680
Garbage Bins—2 yard	Each	15	\$650	\$9,750
Garbage Pad—Cement	Each	15	\$500	\$7,500
Gate—Heavy Duty Pipe	Each	1	\$3,500	\$3,500
Generator with Shed	Each	1	\$15,000	\$15,000
Host Site (including Septic, Water)	Each	1	\$7,500	\$7,500
Hydrants	Each	21	\$350	\$7,350
Message Board	Each	1	\$200	\$200
Pedestal Grill	Each	13	\$250	\$3,250
Propane Tank	Each	1	\$2,000	\$2,000
Road—Paved	Mile	1.5	n/a	n/a
Septic and Leach—3,000 Gallon	Each	4	\$8,000	\$32,000
Sign—Campground	Each	1	\$1,000	\$1,000
Sign—Directional	Each	16	\$100	\$1,600
Signs—Information (Bulletin Board)	Each	1	\$250	\$250
Site Market—Carsonite	Each	88	30	\$2,640
Storage Tank—10,000 Gallon - Concrete	Each	1	\$78,000	\$78,000
Table—Heavy Wood	Each	60	\$1000	\$60,000
Table—Wood and Metal	Each	28	\$400	\$11,200
Toilet Building—three seat, flush (wood)	Each	4	\$75,000	\$300,000
Toilet Building—two seat, vault (wood)	Each	4	\$50,000	\$200,000
Traffic Control Barriers (wood - 2545 L.F.)	Each	509	\$20	\$10,180
Traffic Control Barriers (rock – 7920 L.F.)	Each	1584	25	39,600
Trailer Dump Site	Each	1	\$48,000	\$48,000
Water Distribution Line—1,350 L.F.	Each	1	\$40,000	\$40,000
Well and Pump	Each	1	\$5,500	\$5,500
Total				\$924,040

Permit Area 2 - Baker Campground

Item	Unit	Quantity	Replacement Cost (Each)	Total
Culvert	L.F.	130	\$22	\$2,860
Entrance Sign—Double Sided	Each	1	\$3,500	\$3,500
Fee Collection Tube	Each	1	\$1,000	\$1,000
Fire Rings	Each	44	\$250	\$11,000
Garbage Bin Pad	Each	7	\$500	\$3,500
Garbage Bin—2 Yard	Each	7	\$650	\$4,550
Gate—Heavy Duty Metal	Each	1	\$3,500	\$3,500
Host Site (including Septic, Water)	Each	1	\$7,500	\$7,500
Hydrant	Each	9	\$350	\$3,150
Road—Paved	Mile	0.9	n/a	n/a
Sign—Information (Bulletin Board)	Each	4	\$250	\$1,000
Signs—Directional	Each	16	\$100	\$1,600
Site Marker—Carsonite	Each	44	\$30	\$1,320
Spur—Single Car	Each	34	n/a	n/a
Spur—Two Car	Each	5	n/a	n/a
Storage Building	Each	1	\$1,000	\$1,000
Storage Tank—10,000 Gallon	Gallon	1	\$78,000	\$78,000
Stove—Pedestal	Each	16	\$250	\$4,000
Table—Heavy Wood	Each	22	\$1,000	\$22,000
Table—Wood and Metal	Each	23	\$400	\$9,200
Toilet Building—one seat, vault (wood)	Each	6	\$25,000	\$150,000
Toilet Building—two seat, vault (wood)	Each	3	\$50,000	\$150,000
Traffic Control wood / rock	L.F.	1251/ 7740	\$20/ \$25	\$43,704
Water Distribution Line—6,200 L.F.	Each.	1	\$180,000	\$180,000
Water Intake Line—600 L.F.	Each	1	\$20,000	\$20,000
Water Pump	Each	1	\$4,000	\$4,000
Water Tank—Concrete	Each	1	\$25,000	\$25,000

Item	Unit	Quantity	Replacement Cost (Each)	Total
Total				\$721,384

Permit Area 2 - Deadman Campground

Item	Unit	Quantity	Replacement Cost (Each)	Total
Entrance Sign—Double Sided	Each	1	\$3,500	\$3,500
Fee Collection Station	Each	1	\$1,000	\$1,000
Fire Rings	Each	17	\$250	\$4,250
Garbage Bin Pad	Each	3	\$500	\$1,500
Garbage Bin—2 yard	Each	3	\$650	\$1,950
Gate—Heavy Duty Metal	Each	1	\$3,500	\$3,500
Host Site (including Septic, Water)	Each	1	\$7,500	\$7,500
Hydrant	Each	3	\$350	\$1,050
Pedestal Grill	Each	17	\$250	\$4,250
Road—Paved	Mile	0.2	n/a	n/a
Sign—Direction	Each	2	\$100	\$200
Sign—Information (Bulletin Board)	Each	3	\$250	\$750
Site Marker—Carsonite	Each	17	\$30	\$510
Spur—Car and Trailer	Each	15	n/a	n/a
Spur—Single Car	Each	2	n/a	n/a
Table—Heavy Wood (14), metal/wood (3)	Each	17	\$1000 / \$400	\$15,200
Toilet Building—one seat, vault (wood)	Each	3	\$25,000	\$75,000
Traffic Control (wood / cement)	L.F.	838 / 584	\$20/40	\$6,285
Total				\$126,445

Permit Area 2 - Kennedy Meadow Trailhead

Item	Unit	Quantity	Replacement Cost (Each)	Total
Entrance Sign—Single Sided - HDO	Each	1	\$1,750	\$1,750
Fire Rings	Each	4	\$250	\$1,000
Bear proof Garbage Bin	Each	1	\$500	\$500

Item	Unit	Quantity	Replacement Cost (Each)	Total
Garbage Dumpster—three Yard	Each	1	\$650	\$650
Hitching Post	Each	5	\$400	\$2,000
Hydrant	Each	2	\$350	\$700
Road—Gravel	Mile	0.2	n/a	n/a
Road—Paved	Mile	0.5	n/a	n/a
Sign—Direction	Each	3	\$100	\$300
Sign—Information (Information Board MDO)	Each	2	\$250	\$500
Spur—Single Car	Each	66	n/a	n/a
Spur—Vehicle and Trailer	Each	28	n/a	n/a
Table—Wood	Each	7	\$400	\$2,800
Toilet Building—two seat, vault	Each	1	\$50,000	\$50,000
Traffic barriers (Log / Rock)	L. F.	118 / 932	\$20/25	\$5,130
Traffic Barriers (curbs) linear feet 632	Each.	3	\$2,500	\$7,500
Water Distribution Line (3000 Lin. Ft.)	Each	1	\$75,000	\$75,000
Total				\$147,830

Permit Area 3 Common Improvements

Item	Unit	Quantity	Replacement Cost (Each)	Total
Distribution line system to campgrounds	Each	1	\$525,000	\$525,000
Pump and Well Casing to Lake	Each	1	\$209,000	\$209,000
Water Treatment Plant and Storage Tank System	Each	1	\$520,000	\$520,000
Total				\$1,254,000

Permit Area 3 Pinecrest Campground

Item	Unit	Quantity	Replacement Cost (Each)	Total
Campground Map—Wood	Each	1	\$2,500	\$2,500
Culvert	Each	10	\$320	\$3,200
Drinking Fountain	Each	1	\$2,800	\$2,800
Entrance Booth—230 sq. ft.	Each	1	\$54,000	\$54,000

Item	Unit	Quantity	Replacement Cost (Each)	Total
Entrance Gate—Heavy Duty Metal	Each	1	\$3,500	\$3,500
Entrance Message Board	Each	1	\$350	\$350
Entrance Sign—Double Sided	Each	1	\$3,500	\$3,500
Fire Ring	Each	200	\$250	\$50,000
Garbage Bin Pad—Cement	Each	22	\$500	\$11,000
Garbage Bin—Two Yard	Each	22	\$650	\$14,300
Kiosk—Interpretive Exhibit	Each	1	\$2,500	\$2,500
Entrance Building (280 sq. ft.)	Each	1	\$50,000	\$50,000
Fee Station	Each	1	\$1,000	\$1,000
Security Light	Each	1	\$200	\$200
Host Site	Each	2	\$7,500	\$15,000
Parking Spur—Single	Each	200	n/a	n/a
Road—Paved	Mile	1.5	n/a	n/a
Pathway Asphalt	Sq. Ft.	16968	n/a	n/a
Sewer Line—3,600 L.F.	Each.	1	\$164,000	\$164,000
Sign—Campground Booth	Each	1	\$650	\$650
Sign—Campground Limit	Each	9	\$40	\$360
Sign—Directional	Each	20	\$100	\$2,000
Sign—Information (Bulletin Board)	Each	3	\$150	\$450
Site Marker—Carsonite	Each	200	\$30	\$6,000
Table—Heavy Wood	Each	143	\$1000	\$143,000
Table—Plastic and Metal	Each	54	\$350	\$18,900
Table—Wood and Metal	Each	3	\$400	\$1,200
Toilet Building—four seat, flush (wood)	Each	9	\$100,000	\$900,000
Traffic Control (concrete) (15330 L.F.)	Each	3066	\$40	\$122,640
Traffic Control (rock) (3162 L.F.)	Each	632	\$23	\$14,536
Traffic Control (wood) (11647 L.F.)	Each	2329	\$20	\$46,580
Trail Bullard—Paved	Each	6	\$600	\$3,600

Item	Unit	Quantity	Replacement Cost (Each)	Total
Trail Signs—Paved	Each	6	\$75	\$450
Water Distribution Line (system value)	Each.	1	\$1,064,000	\$1,064,000
Water Hydrant	Each	38	\$350	\$13,300
Total				\$1,851,516

Permit Area 3—Meadowview Campground

Item	Unit	Quantity	Replacement Cost (Each)	Total
Campground Map—Wood	Each	1	\$2,000	\$2,000
Culvert (per unit cost)	Each	2	\$600	\$1,200
Entrance Booth—80 sq. ft.	Each	1	\$3,500	\$3,500
Entrance Fee Tube	Each	1	\$1,500	\$1,500
Entrance Gate—Heavy Duty Metal	Each	1	\$3,500	\$3,500
Entrance Message Board	Each	1	\$250	\$250
Entrance Sign—Double Sided	Each	1	\$3,500	\$3,500
Host site	Each	1	\$7,500	\$7,500
Fee Station	Each	1	\$1,000	\$1,000
Fire Rings	Each	100	\$250	\$25,000
Food storage locker (Bear Box)	Each	40	\$500	\$20,000
Garbage Bin Pads	Each	13	\$500	\$6,000
Garbage Bin—two yard	Each	13	\$650	\$7,800
Hydrant (water)	Each	25	\$500	\$15,000
Parking Spur—Single	Each	100	n/a	n/a
Pathway—Paved	L.F.	2643	n/a	n/a
Road—Paved	Mile	1.0	n/a	n/a
Sign—Campground Limit	Each	13	\$30	\$390
Sign—Directional	Each	9	\$50	\$450
Sign—Information (Bulletin Board)	Each	1	\$250	\$250
Sign—Trail	Each	5	\$50	\$250

Item	Unit	Quantity	Replacement Cost (Each)	Total
Site Marker—Carsonite	Each	100	\$30	\$3,000
Storage Shed	Each	1	\$2,000	\$2,000
Table—Heavy Wood	Each	100	\$1000	\$100,000
Toilet Building—two seat, flush (wood)	Each	5	\$50,000	\$250,000
Traffic Barriers (log) 680 L.F.	Each.	10	\$50	\$500
Traffic Barriers (rock) 7022 L.F.	Each	1404	\$25	\$35,100
Traffic Barriers (wood) 1483 L.F.	Each	297	\$20	\$5,940
Traffic Barriers (concrete) 3480 L.F.	L.F.	696	\$40	\$27,840
Trail Bullard	Each	4	\$500	\$2,000
Water Distribution Line—6,900 L.F.	Each	1	\$487,800	\$487,800
Total				\$1,006,870

Permit Area 3 - Pioneer Trail Group Campground

Item	Unit	Quantity	Replacement Cost (Each)	Total
Cement Pad (garbage bin)	Each	2	\$500	\$1,000
Barriers (wood, rock) 350 L.F.	Each	70	\$20	\$1,400
Culverts	L.F.	130	\$22	\$2,860
Entrance Gate—Heavy Duty Metal	Each	1	\$3,500	\$3,500
Entrance Sign—Double Sided	Each	1	\$3,500	\$3,500
Garbage Bin— 6 yard	Each	2	\$650	\$1,300
Hydrants	Each	12	\$350	\$4,200
Paved Parking	Sq. Ft.	2,800	n/a	n/a
Pedestal Stove	Each	7	\$300	\$2,100
Preparation /serving Tables	Each	3	\$300	\$900
Tables- large group sized, Wood on Concrete	Each	12	\$1300	\$15,600
Table pads for serving tables	Each	3	\$250	\$750
Toilets – 2 seat vault	Each	3	\$50,000	\$150,000
Fire Rings	Each	3	\$300	\$600

Item	Unit	Quantity	Replacement Cost (Each)	Total
Sign—Camping Limit	Each	9	\$40	\$640
Sign—Unit/site	Each	3	\$80	\$240
Sign—Information (Bulletin Board)	Each	1	\$250	\$250
Stove Grills—Cement	Each	1	\$200	\$200
Total				\$189,000

Permit Area 3 - Pinecrest RV Trailer Dump Station

Item	Unit	Quantity	Replacement Cost (Each)	Total
ABS Line—four inch, 25 L.F.	Each	1	750	\$750
Entrance Sign—Double Sided	Each	1	\$3,500	\$3,500
Hose Bib	Each	1	\$800	\$800
PVC Drain—one inch, 25 L.F.	L.F.	1	\$700	\$700
Road—Paved, 18 feet wide, 100 L.F. (@ \$8.33/sq. ft.)	Each	1	\$15,000	\$15,000
Septic Tank—3,000 gallon	Each	1	\$4,500	\$4,500
Sewer Line—PVC, 2-1/2 inch, 2,885 L.F.	Each	1	\$235,000	\$235,000
Signs	Each	3	\$100	\$300
Water Line—PVC, one inch, 175 L.F.	Each.	1	\$2,500	\$2,500
Total				\$263,050

Appendix 4: Applicable Forest Orders

Concessionaire should become familiar with the specifics of Codes of Federal Regulations, Regional and Forest Orders listed below. Additional closure orders may be implemented at any time and permit holder must comply. For a comprehensive description of Forest Service prohibitions listed in Title 36 Part 261, go to eCFR at http://www.ecfr.gov/cgi-bin/text-idx?SID=6511bd18339dd6c11fd24986900fa69e&mc=true&tpl=/ecfrbrowse/Title36/36cfr261_main_02.tpl

CFR	Title	Applicable Regional or Forest Order
36 CFR 261.3	Interfering with a Forest officer.	
36 CFR 261.4	Disorderly Conduct.	
36 CFR 261.6	Timber and other forest products.	
36 CFR 261.9	Property	
36 CFR 261.10	Occupancy and Use.	
36 CFR 261.11	Sanitation.	
36 CFR 261.13	Use of vehicles off roads.	
36 CFR 261.14	Developed recreation sites.	
36 CFR 261.15	Admission, recreation use and special recreation permit fees.	
36 CFR 261.58	Occupancy and Use.	#77-4, 98-2, #81-03
36 CFR 261.58(e)(f)	Occupancy and Use.	
36 CFR 261.53(e)	Health and Safety.	
36 CFR 261.58(v)	Occupancy and Use.	

Appendix 5: Use Report

I. Recreation Site Use Record - Sample Attached

Site Use Record Instructions:

One form will be used for each facility per month.

Log the following information daily:

- Total # of sites occupies = # trailer + # tent + # auto
- Total Number of people for all sites
- Comments (open, closed, water on/off, charging fee, un-rentable sites, etc.)
- At the end of each month total your columns and add up your turn away days (full days)

II. Monthly Site Use Summary - Sample Attached

III. Use and Revenue Data for Campgrounds and Related Concessions - Sample Attached

I. Stanislaus National Forest - Recreation Site Use Record

District:			Month:			
Site Name:			Site Type:			
Total # Units:			Turn away Days:			
# Accessible Units:			Year:			
DAY	OVERNIGHT CAMPING				# PEOPLE	COMMENTS
	TENT	TRAILER	AUTO	TOTAL		
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
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18						
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22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
TOTAL						

Signature _____ Date: _____

II. Monthly Site Use Summary

Facility: _____ Month _____

DATE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Site 1																															
Site 2																															
Site 3																															
Site 4																															
Site 5																															
Site 6																															
Site 7																															
Site 8																															
Site 9																															
Site 10																															
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Site 22																															
Site 23																															
Site 24																															
Site 25																															
Site 26																															
TENT																															
TRAILER																															
AUTO																															
TOTAL VEHICLE																															
TOTAL PEOPLE																															

III. Use and Revenue Data for Campgrounds and Related Concessions

Week: _____ **Campground:** _____ **Space #:** _____

	Date	State	License	Extra Vehicle	ZIP Code	Equipment	# in Group	Passport	Amount Paid
Monday									
Tuesday									
Wednesday									
Thursday									
Friday									
Saturday									
Sunday									
Total									

Week: _____ **Campground:** _____ **Space #:** _____

	Date	State	License	Extra Vehicle	ZIP Code	Equipment	# in Group	Passport	Amount Paid
Monday									
Tuesday									
Wednesday									
Thursday									
Friday									
Saturday									
Sunday									
Total									

Week: _____ **Campground:** _____ **Space #:** _____

	Date	State	License	Extra Vehicle	ZIP Code	Equipment	# in Group	Passport	Amount Paid
Monday									
Tuesday									
Wednesday									
Thursday									
Friday									
Saturday									
Sunday									
Total									

Week: _____ **Campground:** _____ **Space #:** _____

	Date	State	License	Extra Vehicle	ZIP Code	Equipment	# in Group	Passport	Amount Paid
Monday									
Tuesday									
Wednesday									
Thursday									
Friday									
Saturday									
Sunday									
Total									

Appendix 6: Sample Customer Service Comment Card

We Need Your View on Your Camping Experience

Stanislaus National Forest

_____ Campground

This campground is on National Forest System public land and is operated by a concessionaire under a Special Use Permit issued by the USDA Forest Service. By giving a private operator this opportunity, we are able to continue services to the public that might have been curtailed under present Agency funding.

Continuous contact is maintained between the concessionaire and the District Ranger for this campground to make sure that all public services provided is satisfactory. To augment the information with the concessionaire, it is important for the Forest Service to hear of your experience at this campground.

For this reason, we're asking you take a moment and provide us your comments on the topics below. We've tried to keep it as brief as possible, but if you want to comment on something not listed, please feel free to do so. It is important, and we appreciate your input. You are assisting in improving and ensuring a quality National Forest camping experience. Thank you!

Your Comments

Please share your thoughts in the space provided below. If more space is needed, please use the reverse side.

1. Cleanliness of campgrounds and facilities: _____

2. Rules about pets and enforcement: _____

3. Check-in procedures: _____

4. Safety and security: _____

5. Campground employees—courtesy, helpfulness, knowledge: _____

6. Availability of information: _____

Appendix 7: Standard Performance Evaluation Form

Performance Appraisal Form for Concession Operated Developed Sites

Forest: _____ Ranger District _____

Developed Site Name: _____ Concessionaire: _____

Administrator: _____ Date: _____

NOTE: **Bold-faced items** are nationally defined Standards for performance inspection and appraisal ratings.

A. PERMIT TERMS

	Above Standard	Meets Standard	Below Standard
1. Insurance requirements met			
2. Payments submitted on time			
3. Use reports accurate and submitted on time			
4. Other permit items met (specify below)			

B. OPERATION AND MAINTENANCE PLAN

	Above Standard	Meets Standard	Below Standard
1. O&M Plan complete & properly submitted			
2. G/T fee off-set plan submitted in a timely manner			
3. G/T off-set projects completed to standard			
4. Pre- and post-season ops & maintenance performed to standard and in a timely manner			

C. CUSTOMER SERVICE (this evaluation criteria is related to MM standards)

	Above Standard	Meets Standard	Below Standard
1. Good PR maintained with Forest visitors.			
2. Good comments received from visitors.			
3. Fees & services provided as represented.			
4. Visitor compliance with Forest Service regulations obtained.			

D. MEANINGFUL MEASURE NATIONAL QUALITY STANDARDS – (*) Critical Standard

	Above Standard	Meets Standard	Below Standard
Key Measure: Health and Cleanliness			
1. * Visitors are not exposed to human waste.			
2. * Water, wastewater, and sewage treatment systems meet federal, state and local water quality regulations.			
3. Garbage does not exceed the capacity of garbage containers.			

	Above Standard	Meets Standard	Below Standard
4. Individual units and common areas are free of litter including domestic animal waste.			
5. Facilities are free of graffiti.			
6. Restrooms and garbage locations are free of objectionable odor.			
7. Constructed features are clean.			
Key Measure: Resource Setting			
1. * Effects from recreation use do not conflict with environmental laws (such as ESA, NHPA, Clean Water, TES, etc).			
2. Recreation opportunities, site development, and site management are consistent with Recreation management system (ROS, SMS, BBM) objectives, development scale, and the Forest land management plan.			
3. Landscape character at the Recreation site is consistent with the Forest scenic integrity objectives.			
4. Visitors and vehicles do not exceed site capacity.			
Key Measure: Safety & Security			
1. * High-risk conditions do not exist in Recreation sites.			
2. * Utility inspections meet federal, state, and local requirements.			
3. Laws, regulations and special orders are enforced.			
4. Visitors are provided a sense of security.			
Key Measure: Responsiveness			
1. * When signed as accessible, constructed features meet current accessibility guidelines.			
2. Visitors feel welcome.			
3. Information boards are posted in a user-friendly and professional manner.			
4. Visitors are provided opportunities to communicate satisfactions (needs, expectations).			
5. Visitor information facilities are staffed appropriately during seasons of use and current information is available.			
6. Recreation site information is accurate and available from a variety of sources and outlets.			
Key Measure: Condition of Facilities			
1. Constructed features are serviceable and in good repair throughout the designed service life.			
2. Constructed features in disrepair due to lack of scheduled maintenance, or in non-compliance			

	Above Standard	Meets Standard	Below Standard
with safety codes (e.g. life safety, OSHA, environmental, etc.) or other regulatory requirements (ABA/ADA, etc.), or beyond the designed service life, are repaired, rehabilitated, replaced, or decommissioned.			
3. New, altered, or expanded constructed features meet Forest Service design standards and are consistent with an approved site development plan, including an accessibility transition plan.			

Comments and/or corrective actions pertaining to specific items listed above (for this inspection/appraisal(s):

Have all "Below Standard" items from the previous performance inspection/appraisal(s) been corrected?

(Continue on a separate sheet of paper if desired)

Performance Inspection/Appraisal(s)

Overall Rating System

Nationally, only three performance inspection/appraisal ratings are possible for developed site concession administration. These are: 1) "Above Standard", 2) "Meets Standard" and 3) "Below Standard". These three ratings have been established to provide national consistency and definition for the concession inspection/appraisal rating system. As the Authorized Officer, the Ranger District may develop additional site-specific rating criteria to assist in further defining and reaching these three ratings but only these three specific ratings can be used to describe your written rating that is given to the holder. The Ranger District must also have any additional site-specific rating information presented either as a part of the prospectus or as agreed to with the concessionaire if that criteria is developed after the permit has been authorized.

1. If any Critical Element is rated as "Below Standard", the best possible overall rating is "Below Standard".

With receiving a rating of "Below Standard" for any Critical Element(s), the concessionaire should be given written notice regarding which of the Critical Element(s) did not achieve the "Meets Standard". The performance concerning the Critical Element(s) has to be corrected immediately. Depending on the Critical Element, the permit may be either immediately suspended (i.e. no insurance policy) or the permit administrator may allow continued use but with that Critical Element not available for public use (i.e. a bad water sample).

2. If more than three Non-Critical elements are rated "Unacceptable," the best possible overall rating is "Below Standard".

With receiving a rating of "Below Standard" for any non-critical element(s), the concessionaire should be given written notice regarding which of the non-critical element(s) did not achieve the "Meets Standard". The performance for these non-critical elements has to be improved prior to the next rating period, which will be defined by the permit administrator. The concessionaire must be issued a written notice for the Opportunity to Take Corrective Action as stipulated in Section VI (B) of the Special-Use Permit (FS-2700-4h (8-02)) by the Authorized Officer or designated permit administrator. This is the required first step towards any suspension and/or revocation of use for all or portions of the permitted use.

3. If any of the elements are found to exceed "Meets Standard", then you must set the rating at "Above Standard".

The holder's signature denotes that the Forest Service representative has discussed this evaluation/appraisal with the holder or his/her representative. A holder's signature does not necessarily constitute an agreement or acceptance of the rating

Signatures:

Concessionaire or Concession Representative

Date

Forest Service Representative

Date

Appendix 8: Law Enforcement at Concession Campgrounds, FSM 2342-1

Forest Service Manual 2342 Exhibit 01, lists the Federal laws and regulations that allow occupancy and use of National Forest System lands by entities other than the Forest Service (FS). Clarification of this policy is provided below.

Background

This paper clarifies the law enforcement responsibilities and responsibilities of concessionaires, state and local law enforcement agencies, and the FS concession campgrounds. The paper is based on a December 15, 1993, memorandum issued by the Office of the General Counsel (OGC) and an April 26, 1996, letter issued by Region 5 on the same subject. This paper has been reviewed and approved by OGC.

Roles and Responsibilities

Concessionaires

In responding to violations of Federal, state, and local laws, ordinances, and regulations, concessionaires have the same authority as a private citizen. Concessionaires generally cannot enforce Federal, state, or local laws or regulations, including 36 CFR Part 261, Prohibitions on National Forest System (NFS) lands. Concessionaires should be knowledgeable of applicable Federal, state, and local laws and regulations, including 36 CFR Part 261, and should report violations of these laws and regulations to the appropriate law enforcement authorities.

Concessionaires may enhance public safety at concession campgrounds in a number of ways. For example, they may hire a private security firm, hire off-duty state or local law enforcement personnel, or enter into a cooperative agreement with the county for additional patrols.

Under the terms of the campground concession permit, the authorized officer may allow or require a concessionaire to establish certain restrictions on conduct or rules of use. For instance, the concessionaire may establish a rule of use that limits the number of vehicles per campground site, establishes a limit on the length of stay, or prohibits washing food at a water hydrant. The rules of use may be incorporated in the concessionaire's operations-and-maintenance plan, and the concessionaire may be held accountable for ensuring compliance under the terms of the special-use permit.

Conduct that violates rules of use may also violate Federal, state, or local laws. When such conduct occurs, the concessionaire should report those violations to the appropriate law enforcement authority. For example, violation of a rule of use may constitute a disturbance of the peace in violation of state law, or disorderly conduct in violation of FS regulations at 36 CFR 261.4

To minimize confusion between criminally enforceable Federal, state, and local laws and concessionaire-established rules of use, each should be posted separately within the campground.

State and Local Law Enforcement Agencies

Generally, state and local law enforcement agencies have authority to enforce applicable state and local laws, ordinances, and regulations on NFS lands. Under 16 U.S.C. 480, states retain their civil and criminal jurisdiction over persons on the National Forests. Thus crimes involving persons and their property are generally the primary responsibility of state and local law enforcement authorities.

Where a concessionaire has established rules of use, there is no authority for a state or local law enforcement agency to take enforcement action, unless the conduct giving rise to the violation of a rule of use also constitutes a violation of state or local law.

There is no authority for the FS to allow state and local law enforcement personnel to enforce Federal laws and regulations, including 36 CFR Part 261. Some conduct may be prosecuted under Federal or state law because the conduct violates both Federal and State law. However, state and local law enforcement officers may enforce only state and local law.

Forest Service

The FS retains all its authorities and responsibilities for enforcing Federal laws and regulations related to administration of NFS lands. The role and responsibilities of the FS do not change simply because the FS has issued a special-use permit to a concessionaire. FS personnel should continue to enforce all Federal laws and regulations relating to the administration of NFS lands within concessionaire-operated campgrounds.

FS personnel should not assume, however, that all laws and regulations applicable to facilities operated by the FS are also applicable to sites operated by concessionaires. For example, as a matter of policy the FS does not interpret failure to pay a camping fee charged by a concessionaire to be a violation of 36 CFR 261.15 because the camping fee charged by the concessionaire is not an admission or recreation use fee for "a site, facility...or service furnished by the United States." The agency construes "furnished by the United States" to mean "owned and operated by the United States." Therefore the FS would not cite someone for failure to pay a camping fee at a concession campground, because the site is operated by a concessionaire, rather than the FS, and the concessionaire, rather than the FS, retains the campground fees.

The regulations at 36 CFR Part 261, Subpart A, apply at both FS and concessionaire-operated campgrounds. In contrast, orders issued under 36 CFR Part 251, Subpart B, may or may not apply at concession campgrounds. A Subpart B order must clearly state the area to which it applies 36 CFR 261.50(c) (1). If the order is Forest wide, it applies to all campgrounds, including concession campgrounds within that Forest. Operating Plans for concession campground permits should be consistent with any orders that apply. A concessionaire may not allow an activity prohibited by an order. A concessionaire's rule of use may be stricter than an order, however.

The Regional Forester or Forest Supervisor may exempt concession campgrounds from an order, and may want to exempt them to place more of the responsibility for the site on the concessionaire. Rules of use, rather than the order, would then govern. This approach is

consistent with one of the purposes of the campground concession program, which is to reduce expenditure of limited FS resources on administering developed recreation sites. When issuing a Subpart B order, the Regional Forester or Forest Supervisor should consider whether the order should apply at concession campgrounds.

If concession campgrounds are exempted from a Subpart B order, the rules of use established by concessionaires may differ from the restrictions contained in the order that apply elsewhere. For example, the restriction established by an order on the number of vehicles allowed per campsite at an FS-operated campground may differ from the same type of restriction adopted as a rule of use at a concession campground. FS personnel should ensure that they enforce only those Subpart B orders that apply to concession campgrounds.

36 CFR Part 261, Subpart C regulations should be handled the same way as Subpart B orders. Subpart C regulations are issued by the Chief or Regional Forester to prohibit acts or omissions in all or any part of an area over which the Chief or Regional Forester has jurisdiction.

Forest Service law enforcement personnel should cooperate with State and local law enforcement agencies to the extent authorized by FS policy (FSM 5360) and State and Federal law, such as 16 U.S.C. 559g(c), which authorizes acceptance of a law enforcement designation from States, and 16 U.S.C. 553, which authorizes the FS to aid in the enforcement of State laws in certain respects.

Prospectuses and permits for concession campgrounds should clearly describe the respective responsibilities of FS law enforcement personnel, State and local law enforcement authorities, and concessionaires.

Summary

Crimes involving persons and property are generally violations of state law. State and local law enforcement agencies have jurisdiction to enforce state laws at concession campgrounds. FS personnel have the responsibility to enforce Federal laws and regulations related to the administration of NFS lands. Concessionaires may establish and enforce rules of use that are subordinate to Federal, state, and local laws and regulations. Rules of use are not enforceable by Federal, state, or local law enforcement authorities unless violations of rules of use constitute violations of Federal, state, or local laws.

Concessionaires should contact Federal, state, and local law enforcement authorities to address criminal violations under their respective jurisdictions. Concessionaires may also consider hiring a private security firm or contracting with off-duty state or local law enforcement personnel to address day-to-day public-safety concerns at concession campgrounds.

Campground concession prospectuses and permits should clearly describe the respective responsibilities of FS law enforcement personnel, local law enforcement authorities, and concessionaires. In order to minimize visitor confusion between criminally enforceable Federal, State, and local laws and concessionaire-established rules of use, each should be separately posted within a campground.

Appendix 9: Sample Annual Operating Plan

This appendix describes the minimum requirements of the permit holder's Annual Operating Plan and application regarding the operating season, staffing, operations and maintenance services provided, and minimum standards to be met. The Forest Service will use the information which the applicant provides to rate the applicant against the "Proposed Operating Plan" evaluation criteria. The successful applicant's proposal will become a part of the Annual Operating Plan. Please contact Miguel Macias @ mmacias@fs.fed.us or call 209.965.3434 extension 5311, if you have any questions.

The concessionaire must meet the standards and requirements for the recreation sites listed in this prospectus. In this Annual Operating Plan, applicants are required to propose how they will meet or exceed the minimum standards described in [Appendix 7](#).

Applicants should pay particular attention to the following ***italicized bold*** statements at the end of each section in the sample Annual Operating Plan.

ANNUAL OPERATING PLAN

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I. ADMINISTRATION

A. Operating Season

The concessionaire will be responsible for facilities on a year-round basis, including during periods of non-operation. The dates specified in [Section I, Table 4](#), are the minimum required operating seasons.

Subject to snow depths and accessibility, all sites must be open and operational seven days per week, including holidays, between these dates.

Applicants need to state the period of time in which they will plan to operate the sites listed in this prospectus, if different than those shown in [Section I, Table 4](#). The season of operation will be subject to final approval by the Forest Service.

Additional times of operation, both full and partial, may be offered by the applicant.

B. Staffing

The concessionaire will be responsible for furnishing all personnel, and for adequately training and supervising their activities while performing under the provisions of the permit.

[Appendix 21](#) contains information regarding recommended staffing, based on past experience with the developed sites offered in this prospectus

The application must describe an adequate staffing to meet the requirements outlined in this prospectus. The concessionaire will be responsible for furnishing all personnel, and for adequately training and supervising their activities while performing under the provisions of the permit.

The concessionaire must meet the requirements of state and Federal laws governing employment, wages, worker safety, etc. Applicable laws include, but are not limited to, laws governing equal opportunity, civil rights, fair labor standards, minimum wage, Davis-Bacon Wage Rates (for G/T fee off-set), workers' compensateion, OSHA (Occupational Safety and Health Administration) regulations, ADA (Americans with Disabilities Act) and immigration laws regarding employment of non-citizens. In addition, Forest Service policies regarding staff conduct and ethics will be followed.

The concessionaire will provide employees in sufficient numbers to achieve the following standard of services:

- Complete all MRR maintenance items by dates specified in the MRR plan.
- Maintain levels of service as specified in the Operating Plan.

- Conduct personal contacts with users on a regular basis. Public contacts will consist of general information exchange, enforcement of rules and regulations, and ensuring visitor satisfaction.
- Provide night time visits and security.
- Specific staffing hours and schedules must be specified in the Annual Operating Plan application

State in the proposal the names of staff, if known, and daily schedules.

C. Management

The concessionaire must designate a representative, or a Concessions Operations Manager, who will serve as the liaison between the concession and the Forest Service, and have full authority to act on the terms of the special use permit. The representative must be able to resolve facility repair needs within 24 hours of discovery or notification.

There may be more than one designee, each of whom has the authority to act on one or more permit terms (i.e., one person may deal with operations issues, one may deal with maintenance issues, and another may deal with financial issues). The designee(s) names, or the appropriate job title(s), must be included in the proposal.

The Designated Representative must have:

- Decision-making authority.
- Ability, experience and skills in dealing with the public and providing high quality recreational services.
- Ability to organize and manage a diverse workforce.
- Knowledge of and experience in accounting principles.
- Conflict resolution skills.
- Working knowledge of the National Recreation Reservation Service.
- Ability to purchase supplies and equipment.
- Basic First Aid & CPR Certification

State in the proposal each position title and their area(s) of responsibility.

D. Personnel

In addition to the requirements outlined in the Management summary above, the Forest Service recommends that hosts/ site managers be located at the sites. A history of operations experience indicates having personnel stationed at sites is very useful in providing the quality of services required to meet standards. [Appendix 21](#) contains recommended staffing levels for the developed sites offered in this prospectus.

The Forest Service will regularly review employee performance and, when appropriate, recommend personnel action to the holder.

Provide an organization chart showing each position. Provide a narrative description of each position shown on the organization chart including the title of the position, duties, and indicating full or part time employment.

E. Employee Training

At a minimum, the concessionaire will provide 24 hours of customer service training prior to the commencement of the operating season. Such training will include conflict resolution techniques, area-specific recreation opportunities, first aid training, area-specific emergency procedures and contacts, an understanding of the Forest Service Mission, the concession company's law enforcement policy, and proper dress code. The Forest Service may attend and/or participate in training sessions.

Describe training to be provided to each position listed on your organization chart.

F. Employee Conduct

The concessionaire is responsible for the conduct of his/her employees. They are expected to comply with all applicable Federal, State, and local laws, and to conduct themselves in a professional manner at all times. Federal prohibitions include, but are not limited to:

- Engaging in conduct prohibited by the *Code of Federal Regulations* (36 CFR 261).
- Using or being under the influence of, intoxicating beverages or narcotic drugs while on duty or representing the permit holder.

Provide your company's employee conduct policy.

G. Customer Service

The Mission of the Forest Service is to sustain the health, diversity, and productivity of the nation's forests and grasslands to meet the needs of present and future generations.

The Forest Service motto, "Caring for the Land and Serving People," captures the spirit of our Mission. Concessionaires who operate on National Forest System land on behalf of the Forest Service are expected to assist in achieving the Mission. The customer service aspect is central to the concession operation.

Customers and the visiting public will be responded to in a professional and timely manner to contribute towards a safe and enjoyable experience on the National Forest. A customer service comment card system must be provided to allow for customer feedback on the quality of

services being provided. The customer service comment card contained in [Appendix 6](#) may be proposed and shall be made available in both English and Spanish.

The concessionaire will need to develop and implement methods and mechanisms for responding to customers' needs in a helpful and professional manner, giving timely and courteous information and assistance, and doing those things necessary to ensure that customers have a safe and enjoyable visit on their National Forest.

As part of a continuing effort to better serve the needs of the customer, the Forest Service reserves the right to conduct random use counts and surveys in the areas included in this permit, and to converse with visitors on-site regarding the service they are receiving. Such surveys may be used for ongoing monitoring, as well as part of the concessionaire's Annual Performance Evaluation.

Describe a customer service commitment to include methods and mechanisms for responding to customer's needs in a helpful and professional manner and provide a comment card system.

H. Uniforms and Vehicle Identification

In order to be recognized by the public, it is recommended that the concessionaire provide his/her employees with a professional uniform, which includes a name tag identifying them as permit holder employees. A uniform maintained in a clean and presentable manner greatly assists in public acceptance of the concession's mission and authority. A work uniform (such as coveralls with the concessionaire's insignia) is a practical uniform for use while cleaning. The concession's employees may not wear any component of the Forest Service uniform (including official volunteer uniform components).

All vehicles used on campground roads, including concessionaire vehicles, must be highway legal. Due to CFR prohibitions, all-terrain vehicles and motorcycles may not be used at concession sites without prior written approval from the Forest Service. If they are approved for use, they may not be driven off designated roads or trails. Concession vehicles should set a good example for recreation site users by being clean, quiet, and well-maintained vehicles. A professional quality sign with the concessionaire's name displayed on each side of the vehicle greatly aids in public recognition.

A description of concessionaire uniform components and vehicle identification devices should be included in the application and are subject to final approval by the Forest Service

Describe in detail the attire for all employee positions.

Describe in detail the number and kinds of vehicles proposed.

I. Utilities

The concessionaire is responsible for all utilities, including water testing, sewage disposal, vault toilet pumping, trash disposal, telephone service, any satellite communications service throughout the calendar year.

Describe in detail what services will be utilized and the name of the servicer, if known.

J. Year-End Reports and Inspections

Submit all year-end reports required by the Forest Service.

The Forest Service requires an annual final inspection of the campground to be completed with the Forest Service, and future maintenance needs be documented. This annual year-end inspection will become part of the annual performance review and record.

A joint end of season inspection is required during the second to last, and the last year of the permit term. These inspections will verify the condition of facilities and help to determine what additional maintenance needs may be required of the concessionaire in order to fulfill the terms of the permit prior to expiration.

Describe in detail the types of reports and a schedule of upward reporting that will be submitted.

K. Final Year of Permit

During the final year of the permit, the Forest Service and concessionaire will prepare and implement a closeout checklist. Final bills for collection for any outstanding GT fees and an audit will be scheduled. The concessionaire is responsible for all tasks identified in the Annual Operating Plan. The Forest Service shall bill the concessionaire for any unfinished work that will fall to the Forest Service to complete. A failure to complete approved GT projects by end of permit term may result in a less than favorable performance review for the season.

L. Optional Sales and Services

- sale of firewood
- sale of informational and interpretive materials (i.e. books, CDs, souvenirs)
- fee for use of dump station
- fee for full service hook-ups
- fee for electricity
- fee for showers
- advertising on the back of local and/or campground maps
- guided interpretive tours
- recycling services

Describe and list all additional revenue-producing sales services or fees you propose to provide.

II. GENERAL OPERATIONS

A. Health and Safety

The concessionaire shall take all measures necessary to protect the health and safety of all persons affected by the concession activity. More specifically, the concessionaire is solely responsible for identifying, correcting, and reporting all safety hazards to the authorized officer. The Forest Service has no duty under the terms of the permit to inspect the permit area or operations of the concessionaire for hazardous conditions or compliance with health and safety standards.

As safety hazards are identified, the concessionaire shall take the following steps:

- Inform those who are in immediate danger.
- Take necessary actions to protect the public, at least temporarily.
- Immediately report the hazard to the Forest Service, even if there is no immediate danger to the public.
- Immediately report the hazard to any other employees who might be affected.
- If possible, remove the hazard and document the removal.

A safety inspection, to include hazard tree identification, will be performed on each developed site on an annual basis. An inspection should occur prior to the sites being opened to the public. Each inspection will be documented in writing, in a format acceptable to the Forest Service. The concessionaire will be responsible for correcting any safety deficiencies, including falling hazardous trees, prior to opening the site to the public. Actions proposed to correct deficiencies must be approved by the Forest Service in advance in order to ensure environmental protection and public safety. In the event that a site is open year-round, a safety inspection will be performed by the concessionaire once the site is free of snow. Throughout the operating season, informal safety inspections shall be conducted by the concessionaire. Any found hazards can be cause to close the site by concessionaire. Immediately inform the Forest Service to consult and to remedy the hazard.

Applicants should provide a description in how Health and Safety will be incorporated into the operating plan.

B. Hazard Trees

To meet the critical safety and health standards, the concessionaire is responsible for identifying and removing all non-merchantable hazard trees less than 10 inches in diameter, subject to Forest Service approval, within the boundaries of the special use permit area. All site

and facilities within 200 feet or two (2) tree lengths (whichever is less) of a standing hazardous tree will be closed until the condition is corrected. **Disposal methods and locations must be described in the application.** All stumps must be treated with *Sporax* immediately after felling trees to prevent Heterobasidion root disease from spreading to nearby living trees.

The concessionaire will not be responsible for hazard tree removal necessitated by atypical situations, such as a major blow down or a large insect infestation or when the Forest Service can sell merchantable timber. The concessionaire must notify the Forest Service when merchantable hazard trees (trees greater than 10 inches in diameter) are found within the permit area so the tree can be offered to contract sale and removal.

If campers, within a reasonable length of time, do not use slash resulting from hazard tree removal in their campfires, the concessionaire must dispose of it by an approved method.

Trees must be kept free of nails, rope, wire, hammocks, unsafe branches, and other hazards that might endanger users or damage the trees. Rocks, logs, sticks, or other similar natural or man-made objects that create a safety hazard or an unsightly condition must be removed from the permit area daily, to a location approved by the Forest Service.

Forest Service approval is also required prior to cutting or pruning of any trees. If desired, the Forest Service may perform the required cutting/removal work under a collection agreement with the concessionaire.

Applicants should provide a description in how hazard trees will be abated in the permit areas.

C. Water Systems

Most of the developed sites included in this offering have potable water systems. The systems must be operated by a water system operator certified by the State of California. This will require D2 Water Distribution System license for any repairs on the piping and other infrastructure and a T2 Water Treatment Operator license for any addition of chemicals for disinfection or other treatment. It is the concessionaire's responsibility to operate and maintain these water systems, and have the ability of closing and opening the system as required for maintenance or seasonal closures. The concessionaire will develop and the Forest Service will approve a water system operating plan (see [Appendix 11](#): Sample Special Use Permit, Form FS-2700-4h; Appendix F: Operation of Federally Owned Drinking Water Systems) for each water system under permit. The Forest Service will provide assistance during the initial year to aid the concessionaire become familiar with the water systems.

The concessionaire is responsible for compliance with all applicable federal, state, and local drinking water laws and regulations for the operation and maintenance of a public water system. This includes the testing and maintenance of all potable water systems in accordance with the State of California and Forest Service regulations. Currently, water-testing requirements call for bacteriological water samples to be taken at least monthly and delivered to an approved testing laboratory. One bacteriological sample must also be taken prior to opening to the public. A Nitrate/Nitrite test for each potable water system is also required once per year. All water sample results will be furnished to the Forest Service on a monthly basis. In the event of an “unsafe” sample, the concessionaire is required to complete all required notifications, system disinfection, and retesting. If current laws and regulations change and become necessary to perform additional or different tests, the concessionaire shall be responsible for compliance and associated costs ([Appendix 10](#), Form FS 2700-4h, clause V. B. and Appendix F).

The concessionaire is responsible for all repairs of the complete water systems, from the well source to the water drains below spigots, which are caused by vandalism, natural events, forces of nature, and events attributed to concessionaire actions or negligence. Valves, water lines, or other system parts which break due to any water being left in the system and subsequently freezing over winter shall be the responsibility of the concessionaire. All repairs will be under the direction of a licensed underground utility contractor and/or a D2 operator as defined above.

If the applicant is proposing to open a campground with toilet facilities during the season of freezing temperatures, then a description how the water system will be winterized or action to prevent damage must be provided.

When a campground or other facility which typically has a potable water source does not have potable water available, due to system failure, “unsafe” water samples, or any other reason, fees charged to the public may not exceed 50% the of normal price. An alternative source of potable water may be provided to remove this fee restriction.

A water system operations-and-maintenance log shall be kept for water systems in the Baker Deadman Complex and/or the Clark Fork Complex. This log shall include, at a minimum, the following information: dates and results of all testing, inspections, cleanings, repairs, or adjustments to pressures; and chlorination amounts. The log will also be available for review at the request of the Forest Service or other authorized official. This log must also include a monthly water meter readings. A periodic check of the water meter reading should be conducted to identify any potential water line breaks or leakages.

Before water from a seasonal system is served to any employee or the public, the following steps will be performed on the system:

- Clean the inside of the well and/or storage tank, where applicable and permitted by law.
- Thoroughly flush the entire system, to remove any foreign matter.
- Under the direction of a T2 water system operator, a chlorine solution that tests in excess of 5 ppm at the most distant hydrant shall be distributed throughout the system and allowed to sit for a minimum of 24 hours, to sanitize the system.
- Satisfactory “safe” bacteriological test results must be obtained through an approved testing laboratory for bacterial, and other applicable testing as required by regulations. Tests cannot be taken until no chlorine residual is measured in the system. All test results will be furnished to the Forest Service.

Further information about the potable water systems and State testing requirements may be obtained from the Forest Service and the appropriate state department of health.

To meet several standards in [Appendix 20](#), this element is important.

Applicants should provide a description how the water system will be managed according to standards.

D. Emergency Response

To help meet the safety and security standards, the Annual Operating Plan application must describe how the applicant will prepare and respond to emergency situations that might occur in and around the facilities covered under the permit. Include information on operating office hours, availability of staff after normal business hours, employee training (including but not limited to first aid/CPR training) and supervision, and communications systems to be utilized to make contact with the County Sheriff and other emergency and law enforcement agencies. To meet safety and security standards, the concessionaire should be prepared to respond to emergencies (medical, law enforcement, facility breakdown, fire, flood, etc.) that may occur in and around the facilities covered under the permit.

Applicants should describe how they will be prepared to respond to such emergency situations.

E. Communication Systems

The concessionaire is required to provide a means of communication (e.g. two way radios, cellular phones, etc.) between all employees, the Forest Service, the National Recreation Reservation System, and emergency response agencies. Applicants should describe how they will ensure complete, timely and accurate communication between all affected individuals. Applicants should also describe who will be the concessionaire’s on-the-site 24 hour-a-day representative(s) and how that person will communicate with the Forest Service.

The use of Forest Service radio frequencies will be authorized for administrative purposes only (i.e. for the business of running the campground or communication with the Forest Service). The use of radio equipment owned by the Forest Service will not be authorized without prior approval.

Applicants should describe how they will ensure complete, timely, and accurate communication between all affected interests. Applicants should also describe who will be the concessionaire's on-site representative(s) and how that person will communicate with the Forest Service.

F. Law Enforcement

To help meet safety and security standards, the concessionaire will be expected to inform visitors of the rules and regulations applicable to use and occupancy of the recreation sites under permit. Information regarding the Forest Service 'Good Host' and 'Customer Service' programs will be given to the concessionaire at the beginning of each operating season. If a visitor does not comply with the rules and regulations, the concessionaire should gather as much information as possible on the violator without jeopardizing his/her own safety, and immediately (within 24 hours) contact the nearest appropriate law enforcement authority.

Forest Service, State, and local law enforcement and the concessionaire each have enforcement roles at concession-operated recreation sites. [Appendix 8](#) clarifies the law enforcement authorities and responsibilities at concession-operated recreation sites.

The concessionaire will be responsible for posting of Recreation Regulations and Rules in these areas, at the direction of the Forest Service. Rules of use may include, but not be limited to: failure to pay fees; building campfires in non-designated locations; leaving campfires unattended; excessive speeds in campgrounds; excessive numbers of people and/or vehicles per site excessive noise and failure to observe quiet hours; improper use of motor vehicles, including motorcycles and all-terrain vehicles; parking or camping in non-designated areas; exceeding stay limits and site capacity; prohibition of posters and advertising within campgrounds.

The concessionaire will be responsible for ensuring vehicle parking is not causing resource damage or inconvenience to other visitors. Vehicle parking will be restricted such that vehicles do not block through traffic, and do not damage vegetation.

The concessionaire will be responsible for reporting acts of vandalism or destruction of Government or personal property to the Summit Ranger District representative, after notifying the appropriate county sheriff's department. The report shall be made to the authorized Forest Service official within 24 hours that such acts are discovered.

Applicants should address how they will fulfill the concessionaire's responsibility for law enforcement, including rules of use to be imposed at the recreation sites.

G. Vandalism

To help meet safety and health standards, the concessionaire should take reasonable measures to prevent and discourage vandalism and disorderly conduct. When necessary, he/she should contact the appropriate law enforcement office. The concessionaire is responsible for repairing all vandalism that occurs during the permit tenure.

All applicants should describe what measures they will take to minimize vandalism in their permit area.

H. Fire Prevention

To help meet safety and security standards, the concessionaire must include a fire prevention plan in the Operating Plan that addresses, at a minimum:

- How the concessionaire will prevent wildfires and structural fires
- Reporting procedures and emergency response, should a fire occur
- Training and experience of employees, relative to fire
- Prevention/suppression
- Fire prevention/suppression tools and equipment that will be on-site

Applicants should also include a Fire Prevention Plan in their application.

I. Interpretive Programs

Interpretive services can help meet several standards. They may enhance visitor experience, increase visitor understanding of their National Forests, aid in fire prevention, and deter damage to facilities and resources. Interpreters educate, entertain, exhibit, inform, and otherwise communicate important natural resource messages to visitors. Presentations may address natural and cultural resources, fisheries and wildlife, fire management, water resources, or other topics relative to the National Forest. Interpretive services can take the form of campfire programs, guided walks, brochures, children's activities, displays, or other similar items.

Interpretive programs shall meet the following requirements:

- All interpretive programs will be presented by personnel with demonstrated experience in making public presentations, and who are knowledgeable in the mission and operations of the Forest Service and a variety of topics related to local and natural and cultural resources and their management.

- The concessionaire is responsible for the cost of all materials, supplies, and equipment associated with the interpretive programs.
- A sample schedule of interpretive services currently offered by the Forest Service can be provided on request.
- Programs shall meet participant accessibility requirements.

The concessionaire may, or may not, charge for interpretive services depending on types of programs proposed in the application. The concessionaire may subcontract the provision of interpretive services with other organizations such as museums, historical societies and/or with Three Forests Interpretive Association (3FIA). Program content and subcontractors shall be approved by the Forest Service.

Under limited circumstances, the concessionaire may enter into a collection agreement with the Forest Service to provide interpretive services at concession-operated sites. The concessionaire may not, however, enter into a collection agreement whereby the Forest Service provides routine, ongoing interpretive programs. The concessionaire may not charge for interpretive services that are presented by the Forest Service under a collection agreement.

The Forest Service retains the right to present programs at any campground or other recreation site on the National Forest, subject to coordination with the concessionaire to avoid conflict with other scheduled activities.

Applicants should submit an interpretive services plan to describe any proposed services. The plan should describe the following:

- ***The location, type, and frequency of interpretive services.***
- ***A synopsis of program contents.***
- ***A description of program presenters, and their qualifications.***

J. Public Information and Marketing

Applicants should describe proposed public information services and marketing of recreation facilities included in this prospectus. The concessionaire shall accurately represent the accommodations and services provided to the public within the permit area in all advertisements, signs, brochures, websites, and any other materials. The fact that the permit area is located within the Stanislaus National Forest shall be made readily apparent. The Forest Service shield will be used on all information/marketing pamphlets, booklets or brochures, following by the statement “Operated under Special Use Permit Stanislaus National Forest” (see [Appendix 10](#): Sample Special Use Permit, Form FS-2700-h, Clause VII.B). All forms of marketing must contain the following words: “<Company> is an equal opportunity provider” (Note: More specific information can be found on the National Forest Special-uses webpage:

<http://www.fs.fed.us/specialuses>) All information brochures, forms and pamphlets must be reviewed and approved by the Forest Service before being presented to the public.

Additional signs or other advertising posted on National Forest System lands should be reviewed by the authorized officer as to location, design, size, color, and content.

All signs must be supplied by the concessionaire. The Forest Service will furnish information on companies where these signs may be purchased, as needed. If the concessionaire wishes to use signs from Unicor, a collection agreement may be entered into with the Forest Service for the purchase of these signs, if the concessionaire is not able to purchase them on his/her own.

The application shall accurately represent the accommodations and services provided to the public within the permit area, in all advertisements, signs, brochures, and any other materials. It must be readily apparent in all advertising and signs that the permit area is located on the Stanislaus National Forest.

K. Signs and Posters

The concessionaire will be required to have signs posted on the entrance board of all sites, stating that the site is under permit from the U. S. Forest Service and include the name of the concessionaire.

Appropriate entrance station posters for campgrounds include:

- Schematic of the campground for orientation purposes
- P23-5, Self-Service Pay Station (depending on type of fee collection)
- P23-4, Fee Area (depending on type of fee collection)
- P23-14a, Camp Host-Unit
- P23-30, Pets on Leash
- P23-39, Quiet Hours.
- P23-40, Camp Must Be Occupied 1st Night
- P23-43, Welcome to NF... (Rules & regulations)
- P23-54, Camping Limit __ Days
- P23-56, Vehicles on Roads & Spurs Only
- P17-8, Special-Use Permit sign
- Don't Feed the Animals sign
- And Justice for All poster
- Title VI Sign
- Federal Outdoor Recreation Facility sign

Signs or other advertising posted on National Forest System lands must be approved by the authorized officer as to location, design, size, color, and content. All signs must be maintained in a good condition (neat, clean, not faded or torn). The design of signs must be neat and

professional in appearance and identify the name of the concessionaire. Hand-written signs may be used for temporary (less than seven days) uses only until professional signs are delivered. All signs needed for longer than seven days will be of a professional appearance and must conform to Forest Service sign standards. Homemade signs or posters are not allowed for long term use.

All signs must be supplied by the concessionaire. If needed, the Forest Service will furnish information on companies where these signs may be purchased.

The concessionaire is required to post signage with approved poster indicating compliance with Title VI regulations. The *"And Justice for All"* posters would serve this requirement.

Entrance boards shall include the *"Welcome To Your National Forests..."* poster, or an approved equivalent, in order to inform the public of 36 CFR 261 prohibitions.

These signing requirements help to ensure meeting Setting, Responsiveness and Safety and Security standards.

The application shall accurately represent the accommodations and services provided to the public within the permit area, in all advertisements, signs, brochures, and any other materials. It must be readily apparent in all advertising and signs that the permit area is located on the Stanislaus National Forest.

L. Roads and Trails

Within the permit area, the concessionaire is responsible for maintaining vehicular and pedestrian access in a safe and passable condition, and to Forest Service engineering standards. This responsibility includes, but is not limited to mowing/pruning of road shoulders and around parking barriers for visibility, and filling chuck holes with asphalt materials on paved surfaces.

Grading of gravel surfaced roads is typically required once per year. Culverts should be cleaned at the beginning of each season, and following large storm events.

Within the permit area, the concessionaire is responsible for maintaining all trail tread surfaces in a safe and passable condition, and to Forest Service engineering standards. This responsibility includes, but is not limited to removal of rocks and debris from the trail surface, including removal of overhanging brush and maintaining water drainage structures.

The concessionaire may desire to enter into a collection agreement with the Forest Service to have the interior road grading done in conjunction with other Forest Service road maintenance activities. If so, a proposal should be included in the application.

Applicants should propose a road maintenance schedule to accomplish this element.

M. Herbicides, Pesticides, and Noxious Weeds

In order to ensure environmental protection and public safety, herbicides and pesticides may not be used to control undesirable vegetation, aquatic plants, insects, rodents, fish, and other pests and weeds, without prior written approval from the Forest Service. A request for approval of planned uses of pesticides shall be submitted annually by the concessionaire on the due date established by the authorized officer. Any request for use shall cover a 12-month period of planned use. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on National Forest System lands (see to [Appendix 10](#): Special Use Permit, Form FS-2700-4h, Clause V.D).

The concessionaire has the affirmative duty to prevent the infestation and/or spread of noxious weeds and pathogens such as sudden oak death in the permit area. This duty includes the ability to identify and prevent the spread of noxious weeds; performing timely treatment by mechanical or approved chemical means; and performing timely and successful revegetation of disturbed areas where noxious weed development can be expected. All soil disturbing activities must evaluate the potential of introducing invasive plant seeds into the work area. Common vectors include tools, machinery, and stock animals. A collection agreement may be entered into with the Forest Service for certain noxious weed treatments, if agreeable with all parties. The concessionaire will obtain approval from the Forest Service for any proposed treatments of noxious weeds. The Kennedy Meadows Trailhead will require close monitoring of noxious plants due to equine as a potential vector.

To prevent the spread of sudden oak death, the concessionaire will not be allowed to bring in firewood from known areas of infestation or from areas outside the general area. If unsure, contact the Forest Service.

Applicants should describe how they will manage noxious weeds in the permit area.

N. Wildlife

The concessionaire will be required to post and provide information regarding safety measures for prevention of attracting wild animals. Visitors will need to be made aware how to properly store food to prevent wild animals from feeding on human food.

The Annual Operating Plan will address how the concessionaire will prepare and respond to wildlife diseases. Hantavirus and plague exist in this area; however, problems that have been encountered have been dealt with appropriately. The concessionaire is expected to deal with situations appropriately and according to County standards.

Rodent Control: The concessionaire will cooperate with the Forest Service in animal control programs, if required. Under normal conditions, rodents in some campgrounds may be subject to disease carrying fleas. Disease carrying fleas are a serious problem that occurs naturally at

low levels in some wild animal populations. Rodent flea diseases are rarely transmitted to humans due to monitoring and control programs. The prevention and control of rodent populations is critical. Campground hosts are not permitted to feed the wildlife.

The concessionaire will participate and possibly fund the prevention, and control of rodent disease control efforts under the supervision of the State Department of Health Services, County, and Forest Service. Activities may include posting information signs, dusting with approved rodenticides or insecticides, and notifying the Forest Service promptly of any unusual number of dead and dying rodents. In the unlikely event of campground closures due to rodent flea diseases, the Forest Service will not be liable for revenues lost by the concessionaire. A rodent population in excess of one animal for every three to four campsites is excessive and is subject to reduction.

The concessionaire will be required to assist in any efforts, should they occur, and asked to pay a fair share of any cost associated with rodent and plague control. If necessary, the concessionaire may be required to obtain all required permits and file reports with the state.

Applicants should describe how they will manage nuisance pests and wildlife in the permit area.

O. Recycling

Recycling of all plastic and aluminum materials is required at all hosted campgrounds. The concessionaire will be responsible for emptying recycled materials from the receptacles and removing them from the campground to an approved recycling facility. The concessionaire may retain any proceeds from the sale of recycled materials. The concessionaire should provide and cover all costs for any recycling programs.

Applicants should include a description of proposed recycling services.

P. Hazardous Fuels and Chemicals

The proper storage and use of petroleum fuels and chemicals is required by the concessionaire at all times. The concessionaire will be responsible for ensuring all containers are properly labeled and stored in OSHA approved containers, storage lockers, and/or storage facilities. Storage lockers locations including the placement of propane tanks shall be approved in advance by the Forest Service representative. The concessionaire is to provide the necessary containers and cover all costs associated in the proper storage of fuels and chemicals.

Applicants should include a description of fuels and chemicals to be used, including the planned storage and mitigation of spilt fuels and chemicals.

III. OPERATIONS AND MAINTENANCE

A. Services and Standards

The campground areas and facilities will be prepared prior to opening day. All campsites will be operated and maintained to Forest Service standards during the operating season. The Annual Operating Plan application must describe the operating procedures to clean and maintain the facilities listed in this prospectus to meet National Quality Standards for Recreation Sites (see [Appendix 20](#) and [Appendix 22](#)).

Disruption to Normal Use of Recreation Sites: The overall operations and maintenance of campground facilities could potentially inconvenience the visiting public's use of the recreation site and facility. The concessionaire shall make every reasonable and prudent effort to avoid disrupting the normal use and occupancy of recreation areas, when in the performance of permit responsibilities.

The concessionaire and all employees must display a "Good Host" presence at *all times*, regardless of issue.

Describe measures to limit inconvenience and disruption of use to the public.

Standards for Site Facility Cleaning and Maintenance: The concessionaire is responsible for meeting the minimal operations and maintenance standards listed below when cleaning and maintaining facilities. The following standards apply at all times of the season.

Describe how the following Operations and Maintenance items will be accomplished.

(1) All Facilities

- Graffiti is removed within 48 hours of discovery or notification.
- Facilities are clean and well maintained.
- Numbers of visitors and vehicles are kept at or below site capacity.
- Site safety inspections are completed annually, and documented in a format acceptable to the Forest Service. Documented high risk conditions are corrected prior to use.
- High risk conditions that develop during the use season are mitigated, or the site is closed.
- Electrical systems meet applicable state and local regulations.
- Facilities, when signed as accessible, meet guidelines in *Accessibility Guidebook for Outdoor Recreation and Trails*
- Grass and over hanging brush must be kept trimmed around tables, bulletin boards, water hydrants, barriers, signs, buildings, parking areas, paths, living spaces, tent sites, and other facilities.

(2) Toilets

- To keep humans from unhealthy exposures to human waste, the waste is removed immediately upon discovery or notification.
- All other types of sewage treatment systems must meet state and federal standards.
- Toilets are clean and free of objectionable odor.
- Restrooms are functional and in good repair.
- Exterior of buildings will be kept free of dirt, debris, spider webs, cob webs, etc.
- Walkways and trails shall be kept free of obstructions or excess vegetation.

(3) Tables

- Excessive grass or vegetation shall be trimmed from table areas.
- There should be adequate vegetation, gravel, or other approved material around tables to prevent mud and erosion.
- Tables shall be level and well maintained.

(4) Fire Rings and Grills

- Fire rings are free of litter.
- Ashes, charcoal, and unburned wood shall be removed from fire rings and grills when there is less than four (4) inches of free side clearance.
- The disposal of ashes must be approved by the Forest Service and in accordance with state and local laws and regulations. Ashes shall not be placed in dumpsters or trash cans while hot.
- There should be adequate gravel, or other approved material around fire rings to prevent mud, erosion, and to minimize fire hazards.

(5) Grounds

- Developed sites are free of litter and animal waste.
- Effects from recreation use that conflict with environmental laws are analyzed and mitigated as needed.
- Loss of vegetation and erosion caused by recreation use is prevented and/or corrected in accordance with approved vegetation management plans.
- Nails, ropes, wire, etc. will be removed from trees whenever found.
- Grass and other ground vegetation shall be trimmed on a regular basis to maintain a comfortable and inviting environment.

(6) Roads and Trails

- Ditches, culverts, and water bars shall be cleaned and maintained to allow proper water drainage.

(7) Barriers and Bollards

- Excess vegetation around barriers shall be trimmed to maintain visibility.

(8) Water Faucets

- Water hydrants meet state and federal standards.
- Maintain functional gravel sumps
- Each hydrant should be posted with a sign that reads, "No washing dishes, bathing, washing hair or hands, or cleaning fish", or a similar message.

(9) Trash Receptacles

- Garbage does not exceed the capacity of the garbage containers.
- Garbage locations are clean and free of objectionable odors.
- All trash shall be removed from National Forest lands and disposed of in accordance with all state and local laws and regulations.

(10) Site Markers

- Site markers shall be well maintained, neatly arranged, and meet Forest Service sign standards.

(11) Signs, Bulletin Boards, and Fee Stations

- Information boards look fresh, professional, uncluttered, and contain appropriate current/seasonal information. Multi-lingual information is provided as needed.
- Signs, bulletin boards, and fee stations are well maintained, neatly arranged, and meet Forest Service signage standards.

B. Pre-Season Operations

Before the developed sites are opened, a thorough maintenance inspection and cleaning of each site will be completed and documented. All maintenance needs will be accomplished at this time and/or documented for future attention. Pre-season requirements include the following and apply at all times of the season:

Describe how the following Pre-Season Operational items will be accomplished.

(1) Toilets

Toilet bowls, risers, seats, and seat covers will be clean and free of deposits on the surface. Building interiors will be free of dirt, graffiti, dead insects, and spider webs (note whether painting may be necessary). Floors will be free of dirt and standing water. Toilet paper and

paper towels (at all flush toilets) will be stocked to last until the next cleaning. The level of the vault waste will be noted and scheduled for pumping if needed (when vault becomes $\frac{3}{4}$ full, pumping is needed).

Vault additives and/or deodorants will be installed before odors become offensive. The outside step and exterior of the building will be swept clean of dirt and webs. Walkways and trails will be cleared of obstructions. Overhanging or encroaching vegetation will be trimmed from the paths. Check to ensure that all necessary signs are in place and in good condition (e.g., "No Trash in Toilets Please"). All vents shall be inspected and cleaned to ensure that a proper air flow can occur.

(2) Tables

Tops and benches will be washed and cleaned free of dirt and grease. The underside of tables will be swept clean of spider webs. To reduce the amount of maintenance time required applying paint to tables, all tables will have paint removed/ sanded-off. All carvings and graffiti will be sanded-out and the tables will be sealed from weather. Weather sealer may be applied to prevent weathering.

Table legs should be checked for damage and replaced, or recorded for replacement, as needed. All nuts, bolts, and hardware shall be inspected and tightened or replaced, as needed. Replace gravel around tables. Re-level any tables.

(3) Fire Rings and Grills

All ashes, charcoal, unburned wood, grease, and trash shall be removed. Inspect the ring for excessive rust or bent/ broken grills. Repair or record as needed. Fire rings may be reset, if needed. Clear all combustible materials and vegetation away from fire rings to a minimum of ten feet. Eliminate any rock fire rings or modifications that were not installed or approved by the Forest Service.

(4) Grounds

The campgrounds area should be thoroughly cleaned in the spring before the vegetation grows in. All litter including cigarette butts, wrappers, bottle caps, and micro trash will be picked and removed. All nails, ropes, game poles, etc. will be removed from trees. Identify current or potential erosion areas and any other items that will need repair during the season.

(5) Barriers

Concrete barriers, wooden bollards, and boulder barriers will be inspected for damage and/or instability. Replace rotted or broken items as needed.

(6) Water Faucets

Clean and remove vegetation from around the water faucet. As soon as the water system is operational, inspect for faulty or leaky faucets. Ensure the drains are working properly. Replace the gravel sump if foul odor is detected or if it becomes filled with dirt

(7) Trash Receptacles

Install bear proof dumpsters and/or animal resistant trash containers at designated locations. Trash receptacles should be repaired and painted as necessary. Line trash cans with trash bags. Inspect support posts for each dumpster, and ensure that safety chains work properly.

(8) Signs, Posters, and Bulletin Boards

Inspect all bulletin boards and paint or reseal with weather sealer. Remove or replace worn signs, staples, and nails. Record any repairs needed. Install Forest Service approved signs.

(9) Site Markers

Inspect and replace all individual campsite markers, as needed. Replace with exact post material, unless otherwise specified by the Forest Service.

(10) Fee Notification

If visitors are present in the campground when fees go into effect, they should be notified either in-person that a fee will be required the following day.

(11) Site Hazards

An annual site safety inspection is required. Documented high risk conditions are to be noted and corrected prior to opening. During the last year of the permit, the concessionaire will be required to remove the hazards.

High risk site conditions that develop during the closed season are mitigated or the site will not be opened.

Both of these are critical standards. The safety inspection shall be documented in a format acceptable to the Forest Service. The concessionaire should take all measures necessary to protect the health and safety of all persons affected by the concession activity. More specifically, the concessionaire is solely responsible for identifying, correcting, and reporting all safety hazards to the authorized officer. The Forest Service has no duty under the terms of the permit to inspect the permit area or operations of the concessionaire for hazardous conditions or compliance with health and safety standards.

In order to meet safety and security standards, as safety hazards are identified, the concessionaire should take the following steps:

- Inform those who are in immediate danger.
- Take necessary actions to protect the public, at least temporarily.
- Immediately report the hazard to the Forest Service, even if there is no immediate danger to the public
- Immediately report the hazard to any other employees who might be affected.
- If possible, remove the hazard and document the removal.

The concessionaire will immediately close the affected sites and immediately notify the authorized officer and/or his permit administrator of any hazards in the area that the concessionaire is not able to remedy.

Removal of hazardous objects: Trees shall be kept free of nails, rope, wire, unsafe branches, and other hazards that might endanger users or damage the trees. Rocks, logs, sticks, or other similar natural or man-made objects that create a safety hazard or an unsightly condition should be removed from the permit area daily.

Identification and removal of hazardous trees: The concessionaire is responsible for identifying and removing all hazard trees, subject to Forest Service review. All sites and facilities within 200 feet or two tree lengths (whichever is less) of a standing hazardous tree shall be closed until the condition is corrected. Disposal methods and locations should be described in the Annual Operating Plan.

Forest Service approval for cutting or pruning vegetation: Forest Service approval is required prior to cutting or pruning of any trees. If desired, the Forest Service may perform the required cutting/removal work under a collection agreement with the holder.

The concessionaire would not typically be responsible for hazard tree removal necessitated by atypical situations, such as a major blow down or a large insect infestation. However, responsibility will be determined on a case by case basis.

Stumps, slash and logs: All stumps from hazard tree removal shall be flush cut to ground level in order to reduce tripping hazards. Slash and logs shall be bucked to a maximum 18 inches in length and stacked for camper use, removed from the site, or scattered to a maximum height of 18 inches. All stumps must be treated with Sporax immediately after felling trees to prevent Heterobasidion root disease from spreading to nearby living trees.

Disposal of slash and bucked logs: If slash and bucked logs resulting from hazard tree removal are not used by campers within a reasonable length of time, the holder must dispose of it by a method approved by the Forest Service. This requirement is necessary in order to meet Setting standards and to reduce wild fire hazard.

C. Post-Season Operations

When closing a site for the season, the concessionaire will be responsible for meeting Post-Season Operations and the minimum Operations and Maintenance standards listed in III.A. Post-Season Operational period shall be inspected prior to year-end site closure.

As services are reduced or campgrounds become closed, visitors should be informed prior to the change in service level. Entrance stations should have signs posted indicating the change in services and NRRS shall be informed of these changing conditions. This requirement will ensure the concessionaire meets the National Quality Standards.

Describe how the following Post-Season Operational items will be accomplished.

(1) Water Systems

Shut off water systems prior to freezing temperatures, according to the procedures required for each individual system. These procedures include draining pumps, holding tanks, water lines, hydrants, faucets, etc. It is recommended to drain valves and lines by pressurizing them with an air compressor.

Remove and secure hand pumps and faucets to ensure untested and untreated water is not made available to the public.

(2) Utilities

The Forest Service recommends that the concessionaire arrange for utility services to be shut down and final meter readings made. Official final meter readings are required during the final season of operation under the term of the permit.

Appendix 10: Special-Use Permit for Campground and Related Granger-Thye Concessions, FS-2700-4h

Authorization ID:
4h (V.07/2012)
Contact ID:
0596-0082
Use Code: 141
Expiration Date:

FS-2700-

OMB No.

U.S. DEPARTMENT OF AGRICULTURE
Forest Service
SPECIAL USE PERMIT FOR
CAMPGROUND AND RELATED GRANGER-THYE CONCESSIONS
Authority: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d (Ref. FSM 2710)

#HOLDER_NAME#, #HOLDER_ADD_LINE_1#, #HOLDER_ADD_LINE_2#, #HOLDER_ADD_LINE_3#,
#HOLDER_CITY#, #HOLDER_STATE# #HOLDER_ZIP#

THIS permit is issued for the purpose of operating and maintaining a Forest Service developed recreation site(s), BRIGHTMAN CAMPGROUND COMPLEX, as provided herein and in the attached annual operating plan (Appendix A), annual Granger-Thye fee offset agreement (Appendix B), holder maintenance and reconditioning plan (Appendix C), recreation site maps (Appendix D), facility and improvement inventory (Appendix E), and "Operation of Federally Owned Drinking Water Systems" (Appendix F), all of which are hereby made a part of this permit.

<u>FACILITY</u>	<u>LEGAL DESCRIPTION</u>	<u>ACRES</u>	<u>DISTRICTS</u>
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THIS permit covers #USE_ACRES# acres or #USE_MILES# miles, which are described above and are as shown on the location map attached to and made a part of this permit. The above described area shall be referred to herein as the permit area.

THIS permit is issued for the purpose of operating and maintaining a Forest Service developed recreation site(s) as provided herein and in the attached annual operating plan (Appendix A), annual Granger-Thye fee offset agreement (Appendix B), holder maintenance and reconditioning plan (Appendix C), recreation site maps (Appendix D), facility and improvement inventory (Appendix E), and "Operation of Federally Owned Drinking Water Systems" (Appendix F) **<Add any other appendices as needed or delete highlighted text>**, all of which are hereby made a part of this permit

I. AUTHORITY AND GENERAL TERMS OF THE PERMIT

A. AUTHORITY. This permit is issued under Section 7 of the Granger-Thye Act, 16 U.S.C. 580d, and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Forest Supervisor who issued this permit or a delegated subordinate officer.

C. TERM. This permit shall expire at midnight on December 31, , years from the date of issuance, provided that the permit term may be extended up to 5 years by amendment at the sole discretion of the authorized officer based on sustained satisfactory performance or administrative need. Expiration of this permit shall not require notice, a decision document, or any environmental analysis or other documentation.

D. RENEWAL. This permit is not renewable. After it expires, continuation of the type of use and occupancy authorized by this permit shall be at the sole discretion of the authorized officer. After expiration, issuance of a new permit for the type of use and occupancy authorized by this permit shall be subject to competition.

E. AMENDMENT. This permit may be amended in whole or in part by the Forest Service when at the discretion of the authorized officer such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, forest land and resource management plans, or other management decisions.

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II. OPERATIONS, MAINTENANCE, AND RECONDITIONING

A. ANNUAL OPERATING PLAN

1. The holder or his/her designated representative shall prepare and annually revise by an annual operating plan. The annual operating plan shall be prepared in consultation with the authorized officer or his/her designated representative and shall cover all operations authorized by this permit, regardless of season. The annual operating plan shall be submitted by the holder and approved by the authorized officer or his/her designated representative prior to the operating season.

2. The annual operating plan shall specify the operational requirements governing the sites covered by this permit. At a minimum, the annual operating plan shall enumerate the minimum operating seasons; how the holder will provide services to the public; protect public health and safety and the environment; and repair, maintain, or enhance the function of the improvements covered by this permit. The annual operating plan shall contain standards and sufficient detail to enable the Forest Service to monitor operations for compliance.

3. The holder shall perform a condition survey of the water system each year before it is opened. The holder shall prepare a brief written report that notes all deficiencies that may render compliance with Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) and other applicable regulatory requirements infeasible. The condition survey report shall also include a detailed description of all water system deficiencies and/or repair work which the holder has identified as requiring corrective action in order for the system to be in compliance with Appendix F of this permit and applicable Federal and State safe drinking water regulation. If repair work is necessary, a repair plan shall be attached to the condition survey report. The repair plan shall identify all water system components requiring repair, estimated costs for repair and the approximate time schedule to complete the repair. The report shall be sent to the authorized officer at least two weeks prior to opening the system for the season. All deficiencies shall be corrected to the satisfaction of the Forest Service prior to opening the system. Corrections and the date they were made shall be recorded in the condition survey. If the system operates throughout the year, the condition survey shall be submitted to the Forest Service by January 15 each year.

B. MINIMUM USE AND OCCUPANCY. Use and occupancy of the permit area shall be exercised at least days each year, unless otherwise authorized in writing under additional terms of this permit.

C. GRANGER-THYE FEE OFFSET AGREEMENT. Government maintenance and reconditioning projects shall be performed in accordance with an annual Granger-Thye fee offset agreement as provided in clause IV.E.2 of this permit.

D. HOLDER MAINTENANCE, RECONDITIONING OR RENOVATION PLAN. The holder at its expense shall perform holder maintenance, reconditioning, or renovation as defined in clause IV.E.1(d) of this permit under a holder maintenance, reconditioning, or renovation plan approved by the Forest Service. The holder maintenance, reconditioning, or renovation plan shall describe required holder maintenance, reconditioning, or renovation responsibilities and their frequency. The work performed under this plan shall not be subject to fee offset under clause IV.E.

The holder shall maintain all equipment and other facilities on site in good repair and free of leakage of lubricants, fuel, coolants, and hydraulic fluid. The holder shall properly dispose of all hazardous waste- contaminated soil, vegetation, debris; vehicle oil filters (drained of free-flowing oil); oily rags; and waste oil in accordance with local, State, and Federal regulations off of Government property and shall transport such substances, or arrange to have

such substances transported in accordance with State and Federal regulations.

E. ALTERATION OF GOVERNMENT IMPROVEMENTS. If during the term of this permit any government-owned improvements are altered in any way, the material, equipment, fixtures or other appurtenances that are affixed to or made a part of those improvements in connection with the alteration shall become the property of the United States, regardless of whether the work is performed by the holder or any other party. The holder shall not be entitled to any compensation for that property, other than to the extent it qualifies for fee offset under clause IV.E.

F. RESPONSIBILITY FOR DAY-TO-DAY ACTIVITIES. As a general rule, the holder shall conduct the day-to-day activities authorized by this permit. Some but not all of these activities may be conducted by a party other than the holder, but only with prior written approval of the authorized officer. The holder shall continue to be responsible for compliance with all the terms of this permit.

G. REMOVAL AND PLANTING OF VEGETATION. This permit does not authorize the cutting of timber or other vegetation. Trees or shrubbery may be removed or destroyed only after the authorized officer or his/her designated agent has approved and marked what may be removed or destroyed. Timber cut or destroyed shall be paid for at current stumpage rates for similar timber in the National Forest. The Forest Service reserves the right to dispose of the merchantable timber to those other than the holder at no stumpage cost to the holder. Unmerchantable material shall be disposed of as directed by the authorized officer. Trees, shrubs, and other plants may be planted in the permit area as approved by the authorized officer.

H. SIGNS. Signs or other advertising posted on National Forest System lands shall be subject to prior written approval of the authorized officer as to location, design, size, color, and content. Erected signs shall be maintained to standards determined by the Forest Service.

I. NONDISCRIMINATION.

1. The holder and its employees shall not discriminate against any person on the basis of race, color, sex (in educational activities), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

2. The holder shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this permit.

3. Signs setting forth this policy of nondiscrimination to be furnished by the Forest Service shall be conspicuously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.

4. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.

J. EQUAL ACCESS TO FEDERAL PROGRAMS. In addition to the above nondiscrimination policy, the holder agrees to insure that its programs and activities are open to the general public on an equal basis and without regard to any non-merit factor.

K. NATIONAL RECREATION RESERVATION SERVICE (NRRS). The NRRS is the only authorized reservation service to be utilized by the holder. No other reservation service of any kind may be used by the holder. Operational procedures for the NRRS will be developed and placed in the annual operating plan.

III. RIGHTS AND LIABILITIES

A. LEGAL EFFECT OF THE PERMIT. This permit is revocable and terminable. It is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

B. THIRD-PARTY RIGHTS. This permit is subject to all valid rights and claims of third parties. The United States is not liable to the holder for the exercise of any such right or claim.

C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit, including any party who has responsibility for any day-to-day activities authorized by this permit, if approved by the authorized officer under clause II.F.

USER NOTES FOR CLAUSE III.D

Include clause III.D in special use authorizations when they will involve the use of water and the water development

and use will occur on National Forest System lands. Consult FSH 2709.11, section 52.4, clauses D-24 through D-27 for alternate circumstances and choose the appropriate clauses in consultation with the local Forest Service Water Rights Program Manager. Select or fill in the appropriate use in brackets, and delete the bracketed language as appropriate.

Selection Item 1: To include clause III.D 1. And 2.

D. WATER FACILITIES AND WATER RIGHTS

1. Water Facilities. No ditch, reservoir, well, spring, seepage, or other facility to pump, divert, store, or convey water (hereinafter "water facilities") for which the point of diversion, storage, or withdrawal is on National Forest System (NFS) lands may be initiated, developed, certified, or adjudicated by the holder unless expressly authorized in this permit. The authorization of any water facilities in the permit area is granted to allow use of water only in connection with the recreation residence, resort, marina, or specify use authorized by this permit. If the use of any water facilities in connection with this recreation residence, resort, marina, or specify use ceases, the authorization to use any associated water facilities terminates. The United States may place conditions on installation, operation, maintenance, and removal of water facilities that are necessary to protect public property, public safety, and natural resources on NFS lands in compliance with applicable law. Any change in a water facility, including a change in the ownership or beneficial use of water or location of use of water from a water facility, that is not expressly authorized in this permit shall result in termination of the authorization for that water facility.

2. Water Rights. This permit does not confer any water rights on the holder. The term "water rights" includes all authorizations, such as certificates, reservations, decrees, or permits, for water use issued under state law. Any necessary water rights must be acquired and maintained by the holder in accordance with State law and the terms of this permit. After this permit is issued, all water rights obtained by the holder for facilities that divert or pump water from sources located on NFS lands for use on NFS lands, whether authorized or unauthorized, are for the benefit of the United States and shall be acquired in the name of the United States. Any expenses for acquiring and maintaining water rights shall be the responsibility of the holder and not the responsibility of the United States. The United States reserves the right to take all actions necessary to maintain and protect any right to divert and use water on site.

WATER RIGHTS HELD IN THE NAME OF THE UNITED STATES (if none, so state)

State ID #	Owner Point of Use	Purpose of Use	Decree, License, or Certificate #	Point of Diversion
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USER NOTES FOR CLAUSE III.D (continued)

Instruction for Paragraph 3

Add this clause when water rights required for the use to be authorized have already been obtained in accordance with State law in the name of the holder; acquisition of those water rights did not violate the terms and conditions of the permit; and the water development and use will occur on National Forest System lands. Otherwise delete this clause. Select or fill in the appropriate use in brackets and delete the bracketed language as appropriate. When paragraph 3 is included in a permit, the notary clause must be added to the permit after the signature block. Additionally, when the authorized officer is exercising the power of attorney under paragraph 3.c to effectuate transfer of water rights to a succeeding permit holder or the United States, the permit and the deed transferring title must be provided to the state engineer's office and the appropriate county recorder's office.

Selection Item 1: To select clause III.D.3 when appropriate in addition to clauses III.D.1 & 2

3. Water Rights Acquired in the Name of the Holder.

a. Identification of Water Rights.

WATER RIGHTS HELD IN THE NAME OF THE HOLDER (if none, so state)

State ID #	Owner Point of Use	Purpose of Use	Decree, License, or Certificate #	Point of Diversion
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b. Termination or Revocation. Upon termination or revocation of this permit, the holder shall transfer the water rights enumerated in paragraph 3.a to any succeeding permit holder, for use only in connection with the recreation residence, resort, marina, or specify other use authorized by this permit. If that use is not reauthorized, the holder shall promptly petition in accordance with State law to remove from NFS lands the point of diversion and water use

associated with the water rights enumerated in paragraph 3.a or shall transfer these water rights to the United States.

c. **Documentation of Transfer.** The holder and the holder's heirs and assigns shall execute and properly file any document necessary to transfer ownership of the water rights enumerated in paragraph 3.a to a succeeding permit holder or the United States. By executing this permit, the holder hereby grants limited power of attorney to the authorized officer to execute any document on behalf of the holder as may be necessary to transfer the water rights enumerated in paragraph 3.a to a succeeding permit holder or the United States.

Holder's initials and date: _____

d. **Waiver.** The holder waives any claims against the United States for compensation for any water rights subject to paragraph 3 that are transferred, removed, or relinquished as a result of revocation or termination of this permit or for compensation in connection with imposition of any conditions on installation, operation, maintenance, and removal of water facilities associated with water rights enumerated in paragraph 3.a.

E. RISKS. The holder assumes all risk of the authorized improvements. Loss to the authorized improvements may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and acts of God. If the authorized improvements are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, this permit shall terminate.

F. DAMAGE TO UNITED STATES PROPERTY. The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States that are associated with the use and occupancy authorized by this permit. Damage includes but is not limited to destruction of or damage to National Forest lands covered by this permit, fire suppression costs, and destruction of or damage to government-owned improvements covered by this permit.

1. The holder shall be liable for all injury, loss, or damage, including fire suppression, or other costs in connection with rehabilitation or restoration of natural resources associated with the use and occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs in connection therewith.

2. The holder shall be liable for damage to all roads and trails of the United States open to public use caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to the same extent as provided under clause III.F.1, except that liability shall not include reasonable and ordinary wear and tear.

G. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION. The holder shall take all measures necessary to protect the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring before, during the term of this permit or existing or occurring after the term of this permit and arising out of or relating to any activity, event, or condition existing or occurring during the term of this permit that causes or threatens to cause: a hazard to the safety of workers or to public health or safety. The holder shall as soon as practicable notify the authorized officer of all serious accidents that occur in connection with such activities. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations and activities of the holder for hazardous conditions or compliance with health and safety standards.

H. INDEMNIFICATION OF THE UNITED STATES. The holder shall indemnify, defend, and hold the United States harmless for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use and occupancy authorized by this permit. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use and occupancy authorized by this permit which result in: (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in clause V.A of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous material, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

USER NOTES FOR CLAUSE III.J

Select the appropriate clause III.J below, in accordance with the type of insurance and holder.

Selection Item 1: For policies with separate limits of coverage for personal injury or death and third party property damage, use the following clauses III.J, III.J.1, and III.J.2.

I. INSURANCE. The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review and approve the insurance policy prior to issuance. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the Forest Service immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause. Such policies shall also specify that the insurance company shall give 30 days prior written notice to the Forest Service of cancellation of or any modification to the policies. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.

1. Liability. The holder shall have in force liability insurance covering losses associated with the use and occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of:

\$ Amount for injury or death to one person,
\$ Amount for injury or death to more than one person, and
\$ Amount for third-party property damage.

2. Property. The holder shall have in force property insurance for identify the federal property to be insured in the minimum amount of \$ Amount which represents replacement in kind or functional replacement of the insured property. The types of loss to be covered by this clause shall include but not be limited to damage to Government-owned improvements identified herein. At the sole discretion of the authorized officer, the Forest Service may require the holder to use all proceeds from property damage insurance policies to repair, rebuild, restore, or replace damaged government property covered by the policy, or may obtain payment of those proceeds from the concessionaire or the insurance company.

Depending on the holder's operations, the Forest Service may require the holder to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the holder's use and occupancy. Any requirements imposed would be established on a case-by-case basis by the authorized officer based on the degree of environmental risk from the holder's operations. The use and storage of normal campground maintenance items in nominal amounts would generally not trigger financial assurance requirements.

[Selection Item 2: For policies with combined single limits of coverage for personal injury or death and third-party property damage, use the following clauses III.J, III.J.1, and III.J.2.](#)

[If the prospective holder is a state or one of its political subdivisions that has statutory or constitutional authorities limiting its liability or obligation to indemnify, the authorized officer shall prepare a risk assessment to determine the potential for loss to the United States from personal injury, death, or property damage caused by the prospective holder's use and occupancy. If the authorized officer determines based on the risk assessment that the potential for personal injury, death, or property damage caused by the prospective holder's use and occupancy exceeds the limitations on the liability or indemnification obligation of the state or its political subdivision, the prospective holder shall, as a precondition to issuance of this permit, procure insurance under the terms of clause III.I of this permit in the amount determined in the risk assessment that exceeds the liability or indemnification limitation of the state or its political subdivision.](#)

J. INSURANCE. The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review and approve the insurance policy prior to issuance. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the Forest Service immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause. Such policies shall also specify that the insurance company shall give 30 days prior written notice to the Forest Service of cancellation of or any modification to the policies. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.

1. Liability. The holder shall have in force liability insurance covering losses associated with the use and occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of \$ \$2,000,000.00 as a combined single limit per occurrence.

2. Property. The holder shall have in force property insurance for identify the federal property to be insured in the minimum amount of \$ Amount which represents replacement in kind or functional replacement of the insured property. The types of loss to be covered by this clause shall include but not be limited to damage to Government-owned improvements identified herein. At the sole discretion of the authorized officer, the Forest Service may require the holder to use all proceeds from property damage insurance policies to repair, rebuild, restore, or replace damaged government property covered by the policy, or may obtain payment of those proceeds from the

concessionaire or the insurance company.

Depending on the holder's operations, the Forest Service may require the holder to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the holder's use and occupancy. Any requirements imposed would be established on a case-by-case basis by the authorized officer based on the degree of environmental risk from the holder's operations. The use and storage of normal campground maintenance items in nominal amounts would generally not trigger financial assurance requirements.

Selection Item 3. If the prospective holder is a federal agency, use the following clause III.J.

K. DAMAGE TO NATIONAL FOREST INTERESTS, PROPERTY, OR RESOURCES. As an agency of the United States, the holder is limited by federal law as to the assumption of liability for its acts or omissions. The holder agrees, within its legal limitations and limitations of appropriations, to be responsible for all damages arising from injury to persons or property associated with the use and occupancy authorized by this permit. The holder further agrees, to the extent legally permissible, to use its appropriations and resources as required to pay any claims and to repair damage to the land within the permit area. This provision is intended to shield the appropriations of the Forest Service from any burdens, other than administrative costs, which may arise in connection with the use and occupancy authorized by this permit.

L. PERFORMANCE BOND. The authorized officer may at any time during the term of this permit require the holder to furnish a bond or other security to secure any or all of the obligations imposed by the terms of this permit or any applicable law, regulation, or order. The following terms shall apply if a bond is required.

1. Amount and Form of Bonding. As a further guarantee of compliance with the terms of this permit, the holder agrees to deliver and maintain a surety bond or other acceptable security in the amount of #PERF_BOND_AMOUNT#. In lieu of a bond, the holder may deposit and maintain in a federal depository cash in the foregoing amount or negotiable securities of the United States having a market value at the time of deposit of at least the foregoing dollar amount.

2. Sufficiency of Bonding. The authorized officer may periodically evaluate the adequacy of the bond and increase or decrease the amount as appropriate. Should the bond or other security delivered under this permit become unsatisfactory to the Forest Service, the holder shall within 30 days of demand furnish a new bond or other security issued by a surety that is solvent and satisfactory to the Forest Service.

3. Remedies. The bond shall provide that at the Forest Service's sole discretion the surety shall pay the United States for any loss covered by the bond or, in the event of complete default under the permit, shall pay a third party to operate the concession for the balance of the permit term. The bond shall also provide that selection of a third party to operate the site is subject to Forest Service approval. If the holder fails to meet any of the requirements secured under this clause, the Forest Service has the discretion to require the surety to pay the United States for any loss covered by the bond or, in the event of complete default under the permit, to pay a third party to operate the concession for the balance of the permit term, without prejudice to any other rights and remedies of the United States.

M. SANITATION. The operation and maintenance of all sanitation and food service systems and facilities shall comply with applicable standards set by state and local health departments.

N. REFUSE DISPOSAL. The holder shall comply with all applicable federal, state, and local requirements related to disposal of any refuse resulting from the use and occupancy authorized by this permit.

IV. PERMIT FEES AND ACCOUNTING RECORDS

A. PERMIT FEES. The holder shall pay to the USDA, Forest Service, an annual permit fee for the term of this permit based on the fair market value of the use and occupancy authorized by this permit of percent of adjusted gross revenue as defined in clause IV.B. The minimum annual permit fee for the authorized use and occupancy shall be \$ Amount. If the percentage of gross revenue in a given year is less than the minimum annual permit fee, the holder shall pay the minimum annual permit fee. The holder shall pay the permit fee in advance of the authorized use and occupancy, as provided in clause IV.C. Payments due before commercial operations commence pursuant to clause IV.C.1 are not refundable, except to the extent they are subject to fee offset under clause IV.C.3 and IV.E. The Forest Service may adjust the minimum permit fee every five years from the due date of the first annual payment to make the annual permit fee commensurate with the market value of the authorized use and occupancy.

B. DEFINITIONS

1. Adjusted Gross Revenue. Gross revenue plus applicable revenue additions, minus applicable revenue exclusions.

2. Gross Revenue. The total amount of receipts from the sale of goods or services provided by the holder or third party under the permit.

3. Revenue Additions. The following are added to gross revenue:

- (a) The value of goods and services that are donated or bartered; and
- (b) The value of gratuities, which are goods, services, or privileges that are not available to the general public.

4. Revenue Exclusions. The following are excluded from gross revenue:

- (a) Amounts paid or payable to a state licensing authority.
- (b) Revenue from the sale of operating equipment and from capitalized or other assets used in authorized operations.
- (c) Refunds of use fees provided to the public by the holder.

C. PAYMENT SCHEDULE

1. Initial Payment. An initial cash payment representing the portion of the estimated annual permit fee for one month of revenue during the operating season (but not less than \$1,500, unless the total permit fee is less than \$1,500) shall be paid in advance of use each year, or the equivalent of that initial cash payment in Granger-Thye (GT) fee offset work shall be performed, beginning when the permit term commences or beginning when use commences each year thereafter. Any initial cash payment is not refundable, except to the extent that all or part of it may be offset by the cost of work performed pursuant to a GT fee offset agreement as provided in clauses IV.C.3 and IV.E.2.

USER NOTES FOR CLAUSE IV.C.2

Select one of the following two clauses based on the total estimated annual permit fee.

Selection Item 1: Select the following clause where the estimated annual permit fee is less than \$10,000. Revise the payment due dates if the operating season is other than mid-May to mid-September. However, payments must be made at least quarterly. Each payment is due in advance of use.

2. Subsequent Payments. The holder shall report sales, calculate fees due, and make payment in two installments, on Insert Date - SEE USER NOTE - Recommend June 30, and on Insert Date - SEE USER NOTE - Recommend July 31.

Selection Item 2: Select the following clause where the estimated annual permit fee is more than \$10,000.

2. Subsequent Payments. The holder shall report sales, calculate fees due, and make payment each month.

USER NOTES FOR CLAUSE IV.D

Selection Item 1: Select the following clause when the permit is subject to a Granger-Thye (GT) fee offset agreement and the holder will perform work in lieu of cash payment. Re-letter appropriately.

3. Holder-Performed Fee Offset Work.

(a) Work in Lieu of Cash Payments. Notwithstanding clause IV.C.2, the cost of work performed by the holder pursuant to a Granger-Thye fee offset agreement as provided in clause IV.E.2 may be credited in lieu of cash payments against the annual permit fee, provided that the work has been accomplished in accordance with the Granger-Thye fee offset agreement, and has been accepted as completed by the Forest Service before the end of the holder's fiscal year.

In the absence of a current, Granger-Thye fee offset agreement, payment must be made pursuant to clause IV.C.2.

(b) Documentation of Expenses. Prior to reimbursement or credit for Granger-Thye fee-offset work, the holder shall submit sufficient documentation to allow the authorized officer to determine that the costs claimed are allocable to the Granger-Thye fee offset agreement, actual, reasonable, and not unallowable.

4. Final Payment. The Forest Service shall reconcile annually the actual permit fee against permit fee payments made and credits for fee offset work. The holder shall pay any additional fees owed for the past year's operation within 30 days of billing.

5. Overpayment. Overpayment of the permit fee will be reimbursed by the Forest Service only if paid pursuant to clauses IV.C.1 and 2. Credit for offset work pursuant to clause IV.C.3 is limited to the amount of the annual permit fee; expenses will not be reimbursed if they are greater than the annual permit fee.

D. DOCUMENTATION OF REVENUE. The holder shall provide documentation of use and revenue for purposes of permit fee verification.

1. Use and Revenue Data. The holder shall submit to the authorized officer on a monthly basis use and revenue data covering each week of the operating season. At a minimum, such data shall consist of the number of sites occupied, all extra vehicle charges, the total number of Golden Age and Golden Access Passports honored, the total amount of use fees collected from the public, and the total amount of other types of revenue collected from the public.

2. Income Statements. No later than 90 days after the close of the holder's fiscal year, the holder shall submit to the authorized officer a statement of income reporting the results of the holder's annual operations. The statement shall include all adjustments, such as taxes deducted, and shall be broken down by categories of sales.

E. GRANGER-THYE FEE OFFSET. Pursuant to 16 U.S.C. 580d, the Forest Service may offset all or part of the permit fee by the amount paid by the holder for government maintenance, reconditioning, renovation, and improvement.

1. Definitions

(a) Maintenance. Actions taken to keep fixed assets in acceptable condition, including preventive maintenance, normal repairs, replacement of parts and structural components, and other activities needed to preserve a fixed asset so that it continues to provide acceptable service and achieves its expected life, and work needed to comply with laws, regulations, codes, and other legal requirements as long as the original intent or purpose of the fixed asset is not changed, but not including activities aimed at expanding the capacity of an asset or otherwise upgrading it to serve needs different from or significantly greater than those originally intended, such as construction of new facilities.

(b) Improvement. Advancing a fixed asset to a better quality or state or adding a new fixed asset to the authorized improvements under the permit, including replacement, i.e., substitution of a fixed asset or any of its components with one having essentially the same capacity and purpose. Improvement is always the responsibility of the Government rather than the holder.

(c) Reconditioning or Renovation. A type of maintenance, other than construction of new facilities, that rehabilitates an existing fixed asset or any of its components to restore the functionality or life of the asset.

(d) Holder Maintenance, Reconditioning, or Renovation. Maintenance, reconditioning, or renovation (MRR) that neither materially adds to the value of the property nor appreciably prolongs its life and that serves only to keep the facility in an ordinary, efficient operating condition, i.e., from an accounting or tax perspective, work that may be expensed, but not capitalized, including but not limited to interior decorating, interior painting, vandalism repair, repair of broken windows, light bulb replacement, cleaning, unplugging drains, drive belt replacement, preventive maintenance, lubrication of motors, greasing, servicing, inspecting, oiling, adjusting, tightening, aligning, watering, weeding, sweeping, waxing, refinishing picnic tables, routine housekeeping, and general snow removal.

(e) Government Maintenance, Reconditioning, Renovation, or Improvement. Maintenance reconditioning, renovation, or improvement (MRRI) that arrests deterioration, improves and upgrades facilities, and appreciably prolongs the life of the property, including but not limited to installing a new roof, new floor, or new siding; rebuilding boilers; replacing pipes, pumps, and motors; repairing or maintaining the paths, lands, walks, walls, or landscaping adjacent to other government-owned structures; replacing vault toilets with flush facilities, paving interior roads, upgrading facilities, and installing utilities; and performing exterior painting and refinishing (other than repair of unsightly visual marks caused by everyday use) and that is performed at the sole discretion of the authorized officer.

2. Granger-Thye Fee Offset Agreement. The Forest Service and the holder shall enter into a Granger-Thye fee offset agreement that specifies the government maintenance, reconditioning, renovation and improvement (MRRI) to be used to offset the permit fee. The agreement shall specify that the Forest Service will perform the work or contract with a third party to perform the work. The agreement shall specify which projects are to be used for offset each year.

3. Payments. The holder shall deposit permit fee payments annually or quarterly into a cooperative account. All deposits shall be retained by the Forest Service until expended or, if unutilized in 5 years, shall be deposited into the U.S. Treasury.

4. Offset for Forest Service Oversight of Major Government MRRI Performed by the Holder. The Forest Service may include in the GT fee offset agreement the cost of a Forest Service employee administering and overseeing major government MRRI projects. For purposes of this clause only, a major government MRRI project is one costing \$amount or more.

F. HOLDER MAINTENANCE, RECONDITIONING OR RENOVATION (MRR) PLAN. The holder at its expense shall perform holder MRR as defined in clause IV.D.1(d) of this permit under a holder MRR plan approved by the Forest Service. The holder MRR plan shall describe required holder MRR and their frequency. The work performed under the holder MRR plan shall not be subject to fee offset under clause IV.D.2.

G. FEE PAYMENT ISSUES

1. Crediting of Payments. Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.

2. Disputed Fees. Fees are due and payable by the due date. No appeal of disputed fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments will be made if dictated by settlement terms or an appeal decision.

3. Late Payments

(a) Interest. Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any fee amount not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the *Federal Register* and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the fee amount is due.

(b) Administrative Costs. If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

(c) Penalties. A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.

(d) Termination for Nonpayment. This permit shall terminate without the necessity of prior notice and opportunity to comply when any permit fee payment is 90 calendar days from the due date in arrears. The holder shall be responsible for the delinquent fees, as well as any other costs of restoring the site to its original condition, including hazardous waste cleanup.

4. Administrative Offset and Credit Reporting. Delinquent fees and other charges associated with the permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. and common law. Delinquencies are subject to any or all of the following:

(a) Administrative offset of payments due the holder from the Forest Service.

(b) If in excess of 60 days, referral to the Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).

(c) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 et seq.

(d) Disclosure to consumer or commercial credit reporting agencies.

H. ACCOUNTING RECORDS AND ACCESS. The holder shall follow generally accepted accounting principles or other cash basis of accounting in recording financial transactions. When requested by the Forest Service, the holder at its own expense shall have its annual accounting records audited by an independent public accountant acceptable to the Forest Service. The holder shall require any party who has responsibility for any day-to-day activities under clause II.F of this permit to comply with these same requirements. The holder shall make all of the accounting books and supporting records for the business activities authorized by this permit, as well as those of any parties authorized to operate under clause II.F of this permit, available for audit by the Forest Service or other federal agencies authorized to review Forest Service activities. The holder shall retain these records and make them available for review for five years after the end of the year they were generated, unless disposition is otherwise authorized by the Forest Service in writing.

V. RESOURCE AND IMPROVEMENT PROTECTION

A. COMPLIANCE WITH ENVIRONMENTAL LAWS. The holder shall in connection with the use and occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the CERCLA, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., CERCLA, as amended, 42 U.S.C. 9601 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

B. WATER SYSTEMS

1. The holder, as the water supplier and operator of the drinking water system, shall operate the system in compliance with Forest Service Manual (FSM) Chapter 7420, applicable federal, state, and local drinking water laws and all regulations applicable to public and nonpublic drinking water systems. This includes, but is not limited to, renovation, operating and maintaining the system and conducting drinking water testing, maintaining records to demonstrate compliance, and taking the appropriate corrective and follow-up actions in accordance with Appendix F

of this permit (Operation of Federally Owned Drinking Water Systems) and federal, state, and any other applicable requirements. The holder shall be able to demonstrate compliance with Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) and all other applicable requirements by maintaining all necessary records. For the purposes of this authorization, public water systems are as defined in the Safe Drinking Water Act, 42 U.S.C. 300f et seq., as amended, and in the National Primary Drinking Water Regulations, 40 CFR Part 141, or by state regulations if more stringent. Requirements under FSM 7420 applicable to the holder are set forth in this section and Appendix F to the permit entitled "Operation of Federally Owned Drinking Water Systems".

2. For federally owned systems, the holder shall notify and consult with the Forest Service within 24 hours or on the next business day after notification by the laboratory of a sample that tests positive for microbiological contamination. The holder shall provide a copy of positive lab test to the Forest Service within one week of receiving the lab result. The holder shall notify the State drinking water program and Forest Service within 48 hours of any failure to comply with a federal or state drinking water requirement and make a written record that the notification occurred and place it in the system's record file. The holder shall notify and consult with the Forest Service within 48 hours of notification of a maximum contaminant level violation or an acute violation. The holder shall respond to the microbial contamination event as specified in Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) and applicable regulations.

3. The holder shall retain all records as required by applicable laws and regulations. The holder agrees to make the records available upon request to the Forest Service and to any other regulatory agency authorized to review Forest Service activities. Copies of microbiological test results for federally owned water systems shall be forwarded monthly to the Forest Service by the 15th of the month following the sampling date. Copies of all other drinking water sample results shall be forwarded to the Forest Service at the end of the operating season. If the operating season is longer than six months in length, copies of sample results must be provided to the Forest Service every six months. The holder shall clearly identify all sample results that violate FSM requirements or state, federal, and local requirements when the copies are submitted. Sample results that violate any of these requirements must have the results of required follow up samples attached. Copies of sample results that violate state requirements must have documentation attached to demonstrate that the state was informed of the violation within 48 hours of the lab notifying the holder of the results. The holder shall surrender all records for a federally owned system to the Forest Service upon permit termination or revocation.

4. For federally owned systems, the holder shall provide the name of the water system operator in writing to the Forest Service and notify the authorized officer within 72 hours of a change in personnel. Operators shall be certified to operate drinking water systems for all water systems classified as community or non-transient noncommunity system or when otherwise required by the state in which the system is located. Records to demonstrate operator certification shall be kept by the holder and made available to Forest Service upon request.

C. VANDALISM. The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.

D. PESTICIDE USE. Pesticides may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, trash fish, and other pests and weeds without prior written approval from the authorized officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests or weeds require control measures that were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.

E. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES. The holder shall immediately notify the authorized officer of any antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered as the result of operations under this permit. The holder shall leave such discoveries intact until authorized to proceed by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

F. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION (NAGPRA). In accordance with 25 U.S.C. 3002 (d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The holder shall immediately notify the authorized officer by telephone of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the authorized officer certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes that adopts a recovery plan for the human remains and objects.

G. PROTECTION OF HABITAT OF ENDANGERED, THREATENED, AND SENSITIVE SPECIES. Location of areas

needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA), 16 U.S.C. 531 et seq., as amended, or as sensitive by the Regional Forester under the authority of Forest Service Manual Chapter 2670, derived from ESA Section 7 consultation, may be shown on a separate map, hereby made a part of this permit, or identified on the ground. Protective and mitigative measures specified by the authorized officer shall be the sole responsibility of the holder. If protective measures prove inadequate, if other such areas are discovered, or if new species are listed as federally threatened or endangered or as sensitive by the Regional Forester, the authorized officer may specify additional protection, regardless of when such facts become known. Discovery of such areas by either party shall be promptly reported to the other party.

H. CONSENT TO STORE HAZARDOUS MATERIALS. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

USER NOTE FOR CLAUSE V.H.

Selection Item 1: Add the clauses below when consenting to store hazardous materials.

1. If the holder receives consent to store hazardous material, the holder shall identify to the Forest Service any hazardous material to be stored at the site. Such identification information shall be consistent with column (1) of the table of hazardous materials and special provisions given at 49 CFR 172.101 whenever the hazardous material appears in that table. For hazard communication purposes, the holder shall maintain Material Safety Data Sheets for any stored hazardous chemicals, consistent with 29 CFR 1910.1200(c) and (g). In addition, all hazardous materials stored by the holder shall be used, labeled, stored, transported, and disposed of in accordance with all applicable Federal, State, and local laws and regulations.

2. The holder shall not release any hazardous material as defined in clause III.F. onto land or into rivers, streams, impoundments, or into natural or man-made channels leading thereto. All prudent and safe attempts must be made to contain any release of these materials. The authorized officer in charge may specify specific conditions that must be met, including conditions more stringent than Federal, State, and local regulations, to prevent releases and protect natural resources.

3. The holder shall immediately notify all appropriate response authorities, including the national Response Center and the Forest Service authorized officer or designated representative, of any oil discharge or of the release of a hazardous substance at the site in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR part 153, subpart B, and 40 CFR 302. For the purposes of this requirement, 'oil' is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the Forest Service designated representative upon knowledge of any release or threatened release of any hazardous material at or in the vicinity of the permit area which may be harmful to public health or welfare or which may adversely affect natural resources under the management authority of the United States.

Selection Item 2: Select this when not consenting to store hazardous materials and have nothing appear

I. CLEANUP AND REMEDIATION. Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either on site or in connection with the holder's activities, whether or not those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.

J. CERTIFICATION UPON REVOCATION OR TERMINATION. If the holder uses or stores hazardous materials at the site, upon revocation or termination of this permit the holder shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the site covered by this permit is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the site, into surface water at or near the site, or into groundwater below the site during the term of the permit. If a release or discharge has occurred, the professional or professionals shall document and certify that the release or discharge has been fully remediated and that the site is in compliance with all federal, state, and local laws and regulations.

K. WATER WELLS AND ASSOCIATED PIPELINES.

1. Other Jurisdictional Requirements. Clause III.D. governs water rights and water facilities. The holder shall obtain all required state and local water permits, licenses, registrations, certificates, or rights and shall provide a copy of them to the authorized officer. For new wells, this information shall be provided prior to disturbing National Forest System lands for the purpose of water use or development.

2. Well Construction or Development. For new or reconstruction of existing wells, the holder shall prepare a well construction and development plan and submit it to the authorized officer for approval. The well development and construction plan must have prior written approval from the authorized officer before well construction or development is initiated. The holder shall follow applicable federal, state, and local standards for design, construction, and development of new wells or reconstruction of existing wells. If such standards do not exist, the holder shall follow applicable standards issued by the American Society for Testing and Materials (ASTM), American Water Works Association (AWWA), or National Ground Water Association (NGWA). The construction and development plan must identify all potential sources for any proposed water injection during well construction or development. Only non-chlorinated, potable water may be injected during construction or development of wells to be used for monitoring or water withdrawal. Copies of all documentation for drilling, constructing, or developing wells, including all drilling, boring, and well construction logs, shall be provided to the authorized officer within 60 days of completion of work.

3. Water Conservation Plan. The holder shall prepare and submit for written approval by the authorized officer a water conservation plan utilizing appropriate strategies to limit the amount of water removed from National Forest System lands.

4. Well Decommissioning. The holder shall properly decommission and abandon all wells that are no longer needed or maintained in accordance with applicable federal, state, and local standards for water well abandonment. If such standards do not exist, the holder shall follow applicable standards issued by the ASTM, AWWA, or NGWA. At least 30 days prior to initiation of well decommissioning, the holder shall submit a well decommissioning plan to the authorized officer. The well decommissioning plan shall have written approval from the authorized officer before well decommissioning is initiated. All documentation of well decommissioning shall be provided to the authorized officer within 60 days of completion of the work.

VI. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION. The Forest Service may suspend or revoke this permit in whole or in part:

1. For noncompliance with federal, state, or local laws and regulations.
2. For noncompliance with the terms of this permit.
3. For failure of the holder to exercise the privileges granted by this permit;
4. With the consent of the holder; or
5. At the discretion of the authorized officer, for specific and compelling reasons in the public interest.

B. OPPORTUNITY TO TAKE CORRECTIVE ACTION. Prior to revocation or suspension under clause VI.A, the authorized officer shall give the holder written notice of the grounds for the action to be taken and a reasonable time, not to exceed 30 days, to complete corrective action prescribed by the authorized officer.

C. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision must be in writing. Within 48 hours of the request of the holder, the superior of the authorized officer shall arrange for an on-the-ground review of the adverse conditions with the holder. Following this review the superior shall take prompt action to affirm, modify, or cancel the suspension.

D. APPEALS AND REMEDIES. Any written decisions by the authorized officer relating to administration of this permit are subject to the administrative appeal regulations at 36 CFR Part 214 or revisions thereto. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

E. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon change of control of the business entity. Termination of this permit is not subject to administrative appeal.

VII. MISCELLANEOUS PROVISIONS

A. REGULATING SERVICES AND RATES. The Forest Service reserves the right to regulate the adequacy, type, and price of services provided to the public and to require that these services conform to satisfactory standards. The holder may be required to furnish a schedule of prices for sales and services authorized by this permit. Such prices and services may be regulated by the Forest Service, provided that the holder shall not be required to charge prices significantly different from those charged by comparable or competing businesses.

B. ADVERTISING. The holder orally and in advertisements, signs, circulars, brochures, letterheads, and other materials shall not misrepresent in any way the accommodations or services provided or the status of the permit or

permit area. The fact that the permit area is located on the Stanislaus National Forest shall be made readily apparent in all the holder's brochures and print advertising regarding use of the permit area.

C. CURRENT ADDRESSES. The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for payment of fees.

D. HOLDER REPRESENTATIVE. The holder or a designated representative shall be present on the premises at all times when the facilities are open to the public. The holder shall notify the authorized officer in writing as to who the representative will be.

E. LIQUOR SALES PROHIBITED. The sale of liquors or other intoxicating beverages is prohibited in the permit area.

F. GAMBLING. Gambling or gambling devices shall not be permitted on National Forest System lands, regardless of whether gambling or gambling devices are lawful under state or local law.

G. FIREWORKS. The sale of fireworks is prohibited on land covered by this permit. Possession or use of fireworks on land covered by this permit is also prohibited without prior written approval from the authorized officer.

H. DISORDERLY CONDUCT. Disorderly or otherwise objectionable conduct by the holder or those occupying the premises with the holder's permission shall upon proof thereof be cause for revocation of this permit.

I. SERVICES NOT PROVIDED. This permit does not provide for the furnishing of road maintenance, water, fire protection, or any other such service by a government agency, utility, association, or individual.

J. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

K. SUPERIOR CLAUSES. In the event of any conflict between any of the preceding printed clauses and any subsequent clauses or provisions in the appendices attached to this permit, the preceding printed clauses shall control.

This permit is accepted subject to all its terms and conditions.

Selection item 1: Use this signature block for individual(s) and all non-corporate entities.

HOLDER:

U.S. DEPARTMENT OF AGRICULTURE
Forest Service

By: _____
(Title)

Date: _____

By: _____
(Authorized Officer)

Date: _____

Selection item 2: Use the following signature block for corporations.

CORPORATE NAME:

Date: _____

(CORPORATE SEAL)

By: _____
(Vice) President

ATTEST: _____
(Assistant) Secretary

The following certificate shall be executed by the secretary or assistant secretary of the corporation:

I, _____, certify that I am the _____ Secretary of the corporation that executed this permit; that _____, who signed this permit on behalf of NAME OF CORPORATION was then TITLE OF SIGNATORY of that corporation; that I know his/her signature; that his/her signature on this permit is genuine; and that this permit was signed, sealed, and attested to on behalf of NAME OF CORPORATION by authority of its board of directors.

(CORPORATE SEAL)

(Assistant) Secretary

U.S. DEPARTMENT OF AGRICULTURE
Forest Service

By: _____
(Authorized Officer)

Date: _____

Selection item 3: Use the following signature block and clause III.D.3 has been included in the permit. A limited power of attorney must be notarized.

CORPORATE NAME:

Date: _____

(CORPORATE SEAL)

By: _____
(Vice) President

ATTEST: _____
(Assistant) Secretary

The following certificate shall be executed by the secretary or assistant secretary of the corporation:

I, _____, certify that I am the _____ Secretary of the corporation that executed this permit; that _____, who signed this permit on behalf of NAME OF CORPORATION was then TITLE OF SIGNATORY of that corporation; that I know his/her signature; that his/her signature on this permit is genuine; and that this permit was signed, sealed, and attested to on behalf of NAME OF CORPORATION by authority of its board of directors.

(CORPORATE SEAL)

(Assistant) Secretary

On date, before me, a notary public in the State of _____, personally appeared NAME OF HOLDER, known to me to be the person who signed the permit as the holder.

_____ Notary Public for the State of _____

My commission expires date

U.S. DEPARTMENT OF AGRICULTURE
Forest Service

By: _____
(Authorized Officer)

Date: _____

Attach annual operating plan, annual Granger-Thye fee offset agreement, holder maintenance and reconditioning plan, recreation site maps, facility and improvement inventory, "Operation of Federally Owned Drinking Water Systems," and any other appendices .

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Appendix 11: Operation of Federally Owned Drinking Water Systems, FS-2700-4h, Appendix F

**APPENDIX F:
OPERATION OF FEDERALLY OWNED DRINKING WATER SYSTEMS
I. INTRODUCTION**

The requirements set forth in this Appendix pertain to holders of Forest Service special use permits that authorize the holder to operate federally owned drinking water systems. This includes special use permits authorized under the Granger-Thye Act, 16 U.S.C. § 580d.

The requirements set forth below are derived from Chapter 7420 of the Forest Service Manual (FSM), which describes the Forest Service Drinking Water Program. The objective of the Forest Service Drinking Water Program is to protect the health of the public and Forest Service personnel by ensuring that water provided by the Forest Service for human consumption is safe and protected. Where this objective cannot be met, the Forest Service policy is to make such waters unavailable for human consumption. "Human consumption" includes the use of water for drinking, food preparation, dishwashing, oral hygiene, or bathing/showering.

When a permit holder operates federally owned water systems, both the Forest Service and the permit holder are considered suppliers of the water. Therefore, permit holders authorized to operate federally owned water systems must operate and maintain the systems to meet the objective and policy of the Forest Service Drinking Water Program. Failure to operate these drinking water systems accordingly may result in revocation of the permit.

In addition to fulfilling the requirements set forth below, permit holders operating federally owned water systems must comply with all applicable federal, State, interstate, and local requirements applicable to drinking water systems, and must follow the Operation and Maintenance Plan developed in conjunction with the Forest Service to address the specific system(s).

Nothing in this Appendix should be interpreted as diminishing any obligation imposed by federal, State, interstate, or local authority.

II. APPLICABLE DEFINITIONS

A. Average Daily Population (ADP). For classification purposes, the sum of the daily transient and daily resident population served or having access to the drinking water system, per month, divided by the days of the month. Where actual or sample counts are not available at recreation sites, determine ADP by multiplying Persons-At-One-Time (PAOT) by the percentage of site use where PAOT equals four people per site.

B. Condition Survey. An onsite review of the facilities, equipment, and operation and maintenance of the a drinking water system to evaluate the adequacy of those elements for producing and distributing safe drinking water and meeting FSM and regulatory requirements. Condition surveys are an integral part of the sanitary surveys and serve as a supplement to the last current sanitary survey.

C. Confluent Growth. A continuous bacterial growth covering the entire filtration area of a membrane filter, or a portion thereof, in which bacterial colonies are not discrete. This does not necessarily include coliform growth. Non-coliform growth is often called heterotrophic growth.

D. Drinking Water System. A system for providing water suitable for human consumption via service connections (including hand pump wells).

E. Human Consumption. Use of water for drinking, food preparation, dishwashing, oral hygiene, or bathing/showering.

F. Maximum Contaminant Level (MCL). As defined by federal, State, or local law, but generally: The maximum permissible level of a contaminant in water which is delivered to any user of a public water system.

G. Non-Public Water System. A system not meeting the public water system definition. A non-public water system is subdivided into the following categories:

Non-Public, Non-Transient (NPNT). A system serving less than 25 year-round residents or serving less than 25 of the same persons ADP more than 180 days per year (for example, some housing sites).

Non-Public, Transient (NPT). A system serving less than 25 individuals ADP and not meeting the requirements of NPNT water system (for example, some smaller recreation sites).

H. Population Served. The holder shall use the drinking water system classification provided by the authorized officer to determine the system class and applicable FSM Chapter 7420 and state, federal, and local regulatory requirements.

I. Public Water System. As defined in the Safe Drinking Water Act, 42 U.S.C. 300f et seq., as amended, and in the

National Primary Drinking Water Regulations, 40 CFR Part 141, or by State or local regulation if more stringent.

J. Repeat Samples. A set of samples taken when a routine sample is total coliform-positive or when a repeat sample is total coliform-positive. Repeat samples shall be collected within 24 hours of notification of a positive result.

K. Routine Sample. A sample that is representative of the water throughout the distribution system, taken by properly trained personnel on a routine basis when the system is operational, used to determine the microbial quality of the water.

L. Sanitary Survey. As defined by applicable Federal, State, or local regulations, but generally: An onsite review performed by the State or qualified Forest Service engineer of the water source, facilities, equipment, operation, and maintenance of a public water system for the purpose of evaluating the adequacy of the source, facilities, equipment, operation, and maintenance for the purpose of ensuring the distribution of safe drinking water.

M. Service Connection. The structure by which drinking water is conveyed from the distribution system to the user. Examples of service connections include: an individual building (residence, crew quarters, office, or mobile home -- not including utility hose bibs stubbed from building plumbing); a building exterior drinking fountain provided for public use; an individual yard or campground hydrant; a handpump on a well.

N. Special Sample. A sample collected to determine the success of corrective actions. Special samples may also be taken to determine whether seasonal systems are ready to be opened, or whether disinfection practices are sufficient following pipe or tank repair or replacement. Special samples must be marked as such when sent in to the laboratory for analysis.

III. Requirements for Operating Federally Owned Drinking Water Systems

A. Compliance With Applicable Standards. All federally owned public water systems shall comply with the requirements of Appendix F of this permit (Operation of Federally Owned Drinking Water Systems), the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the National Primary Drinking Water Regulations (NPDWR), 40 CFR 141; the National Secondary Drinking Water Regulations (NSDWR), 40 CFR 143; any other applicable federal law; and applicable State, interstate, and local requirements, in addition to the standards stated in this document.

Federally owned non-public water systems shall conform to Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) which requires monthly total coliform sampling for non-public systems, among other requirements and to any federal, State, interstate, and local requirements that may apply.

B. Classification. All drinking water systems are classified by the Forest Service as either public water systems or non-public water systems. Public water systems shall be further classified in accordance with federal, state, or local requirements (e.g., "community" or "non-community," and so on). Non-public water systems shall be further classified as NPNT or NPT. The regulatory authorities and the Forest Service are responsible for making the final determination of how a water system is classified.

C. Certified Water System Operators. All personnel operating and testing water systems shall be certified as required by federal, State, and local regulations. The permit holder shall provide the name of the water system operator in writing to the Forest Service and notify the authorized officer within 72 hours of a change in personnel.

D. Initial Survey. Sanitary surveys shall be performed and documented for a new drinking water supply source and system before it becomes available for public use. If deficiencies are found, the Forest Supervisor shall approve a corrective action plan prepared to address the deficiencies, and the system may not be used until corrective action is completed and is demonstrated to have corrected any deficiencies.

Subsequent Sanitary Surveys. Sanitary surveys shall be conducted on all systems in accordance with applicable State regulations, or more frequently if there are recurring deficiencies. The Forest Service shall conduct regularly scheduled sanitary surveys and the holder shall assist the Forest Service by providing laboratory test results, locating components at the site, operating valves and equipment. However, the permit holder is responsible for coordinating with the Forest Service to ensure that additional sanitary surveys are performed as required in the event of system violations, in accordance with the required follow-up actions set forth below.

E. Condition Surveys. The permit holder shall coordinate with the Forest Service to ensure performance of condition surveys. Condition surveys must be performed whenever:

1. Routine bacteriological analysis indicates, and a bacteriological repeat sample confirms, that coliform bacteria exist.
2. A seasonal system is opened for the season.
3. There is a significant event or change in conditions that may affect the supply or system (e.g., a significant earthquake).

F. Treatment and Disinfection. Drinking water systems having surface water sources or groundwater sources under the direct influence of surface water shall be disinfected and filtered in accordance with federal, State, and local regulations. Direct influence of surface water for individual sources shall be determined by the State and/or qualified Forest Service Engineer. The determination is typically based on State criteria which may include site-specific measurements of water quality and/or documentation of source construction, characteristics and geology.

Water systems utilizing ground water sources not under the direct influence of surface water shall be disinfected if there is a history of microbiological contamination or when a condition or sanitary survey determines that microbiological contamination could occur, or as required by other applicable law. The permit holder is responsible for ensuring that water systems are disinfected and treated as required. The permit holder is responsible for operating and monitoring any treatment and disinfection system installed by the Forest Service, and for notifying the Forest Service in the event of any treatment system malfunction.

G. Sampling, Monitoring, and Follow-up Actions. As indicated above. The permit holder shall institute a drinking water monitoring program according to Appendix F (Operation of Federally Owned Drinking Water Systems) NPDWR, NSDWR, and State and local regulations to monitor the level of primary and secondary contaminants in the water system and take appropriate follow-up actions.

The permit holder shall consult with the Forest Service to develop a written sample siting plan for each public and non-public water system. The siting plan should be designed to ensure that the system is routinely sampled at varied representative locations and that contamination in any portion of the distribution system is eventually detected.

Testing laboratories must be EPA and/or State approved. Samples shall be collected and handled in compliance with laboratory requirements. The Forest Service authorized officer shall approve of the manner in which the laboratory notifies the permit holder of violations. The Forest Service requires that the laboratory notify the authorized officer of violations directly. The holder is responsible for providing the name and address of the authorized officer to ensure the laboratory sends copies of samples results that indicate violation to the Forest Service. The laboratory should be able to report results immediately if a test result is total or fecal coliform positive.

The Forest Service imposes additional sampling, monitoring, and follow-up actions, set forth below, per the requirements of FSM Chapter 7420 and Appendix F (Operation of Federally Owned Drinking Water Systems).

1. (a) Routine Sampling for All Systems. The permit holder shall perform microbiological testing for total coliform bacteria at a minimum of one routine sample per month for every full or partial calendar month of operation, for all systems. Each hand pump should be considered a separate water system.

Microbiological sampling shall be conducted every month. Samples should be taken at approximately 30-day intervals. Samples shall be taken early in the month to allow sufficient time for follow-up samples to be taken. A higher frequency of routine sampling may be required for public water systems by NPDWR and State regulation. The permit holder shall notify and consult with the Forest Service within 24 hours or on the next business day after notification by the laboratory of a sample that tests positive for microbiological contamination. The permit holder shall notify and consult with the Forest Service within 48 hours of notification of a MCL violation or an acute violation.

(b) Special Samples for All Systems. At least one special sample shall be taken and shall test total coliform negative before that system may be opened. Special samples do not count in determining MCL violations or in meeting the monthly sampling requirements.

(c) Microbiological Contaminant Monitoring for Non-Public Water Systems. The permit holder shall monitor non-public water systems for microbial contamination in the same manner as is required in the Forest Service Manual Chapter 7420 for non-community public systems and any federal, State, and local regulations (except for reporting to the regulatory agency). In addition to federal and State requirements, the permit holder shall take the appropriate follow-up actions as described in **Exhibit 1** of this document whenever a routine sample tests total coliform positive.

2. Disinfectant Residuals Monitoring for All Systems. The permit holder shall perform residual disinfectant monitoring in accordance with federal, State, and local regulations for all public systems requiring disinfection, and shall monitor and take follow-up action for non-public systems requiring disinfection in the same manner (except for reporting to regulatory agencies).

3. Turbidity Monitoring. The permit holder shall perform turbidity monitoring and follow-up in compliance with federal, State, and local regulations for all public systems, and also for non-public systems using surface water sources ground water sources determined to be under the direct influence of surface water, and for any systems designated by the State.

4. Additional Monitoring of Primary and Secondary Contaminants, Regulated and Unregulated Organic and Inorganic Chemicals, and Other Contaminants. All public water systems are required to be monitored for primary and secondary contaminants in accordance with the NPDWR, NSDWR, and applicable State and local regulations. Comply with federal, State, and local monitoring schedules for all contaminants in public systems.

Additionally, the permit holder shall perform one baseline sampling, as a minimum, for the primary and secondary contaminants shown in **Exhibit 2** of this document on all non-public systems and public transient non-community systems. For new systems, conduct the sampling and analyses before opening the system. If the one-time test results exceed the MCL established for public systems, perform follow-up monitoring and take action in accordance with the regulations applicable to public water systems (except for reporting to the regulatory agency).

5. Radioactivity. At a minimum, perform radionuclide monitoring on public community and public non-transient, non-community water systems in accordance with the federal, State, and local standards.

H. Record-Keeping. The permit holder shall establish a permanent file for each drinking water system including all test results, corrective actions taken, documentation that the state and Forest service were notified within 48 hours of a known violation, and annual condition surveys. The permit holder shall maintain original documents of records as required by 40 CFR 141.33 and applicable State and local regulations. The permit holder shall maintain original documents of records pertaining to additional requirements imposed by the Forest Service for public and non-public water systems in a comparable fashion.

The permit holder shall forward copies of microbiological test results for federally owned water systems to the Forest Service by the 15th of the month following the sampling date. Copies of other required records for federally owned systems shall be forwarded annually to the Forest Service within 15 days of the end of the operating season for seasonal sites or within 15 days of the end of the calendar year for year-round operations. The holder shall surrender all records for a federally owned system to the Forest Service upon permit termination or revocation.

I. Infeasibility. Where compliance with any applicable standard is physically infeasible, such as in certain wilderness areas, cross-country trails, or roadside springs, in addition to coordinating with the Forest Service to secure any necessary variances or exemptions to ensure compliance with the law, the holder shall keep such water sources in an undeveloped condition indicating the water source is unprotected. When providing the public with information about these water sources through trail guides, brochures, maps, etc., the permit holder shall include a warning statement as to potability of undeveloped water sources. Undeveloped water sources shall not be identified on such information in a way that may mislead users into believing the water is protected and safe. The permit holder shall take any additional measures to protect the public as are required by Federal, State, or local law with regard to such water sources.

J. Range and Wildlife Water Systems. The requirements stated herein should not be applied to range or wildlife water systems if their design and construction features clearly indicate that they are not for human use. However, if range or wildlife water systems are an integral part of a drinking water system, such integral parts shall meet the requirements for drinking water. The Forest Service and/or State shall make the final determination of which water systems must be treated as water systems that supply water for human consumption.

K. Hoses and Similar Equipment. Hoses that convey drinking water shall have a smooth interior surface made of food-grade standard materials. The permit holder shall keep pumps, hoses, fittings, valves, and similar equipment in a manner which prevents contamination, and shall keep them closed or capped when not in use.

Exhibit 1

Follow-up Actions for Microbiological Sampling

A. Public Systems. Whenever a routine sample result is total coliform-positive, take follow-up action as required by federal, State, and local regulation, but at a minimum take a set of four repeat samples within 24 hours of notification by the lab. Take the samples at locations as directed by law, in accordance with the sample siting plan, and as follows:

1. One at the same tap where the contamination occurred.
2. One at a downstream tap.
3. One at an upstream tap.
4. One within five service connections of the original sample.

If a system has only one service connection (such as a handpump), sample according to applicable law, but at a minimum collect a single 400 milliliter sample.

In addition, take follow-up action as indicated in the chart and instructions below within 24 hours, based on the results of repeat sampling.

For any routine sample that is total coliform-positive, perform a minimum of five routine samples during the next month the system is open.

B. Non-Public Systems. Whenever a routine sample result is total coliform positive, take one repeat sample within 24 hours of notification of the result.

In addition, take follow-up action as indicated in the chart and instructions below within 24 hours, based on the results of repeat sampling.

C. All Systems. Temporary closure of a water system for the purpose of performing corrective action or seasonal closure does not relieve the responsibility for compliance with repeat sampling, additional routine sampling, reporting to EPA or the State, and public notification as set forth in the federal, State, and local regulations.

At sites with water-carried sewage systems, if follow-up action is to close the system, the toilet supply may be left open if all points of drinking, including sinks and showers, can be isolated and shut off. Otherwise, shut off the entire system.

In the case of a waterborne disease outbreak at a federally owned water system, close the system, contact the Forest Service and the State for special provisions for public notification and monitoring, and take whatever additional measures the law requires.

Follow-up Actions for Microbiological Sampling

Based on the results of the repeat sampling, initiate the appropriate follow-up actions within 24 hours:

<u>SAMPLE RESULT</u>				
ROUTINE SAMPLE ACTION	REPEAT SAMPLE	MCL VIOLATION	ACUTE VIOLATION	FOLLOW-UP
TC- Satisfactory.	None	No	No	None. Quality
TC+ FC-/EC- must have five routine samples taken the next month the system is open.	TC-	No	No	Public systems
TC+ FC-/EC- FC-/EC- TC+ FC-/EC- FC+/EC+ TC+ FC+/EC- must have five routine samples taken the next month the system is open.	TC+ Yes	No	See Action 1 (below.	
TC+ FC+/EC+ FC-/EC- TC+ FC+/EC+ FC+/EC+ Confluent Growth	TC+ Yes	Yes	See Action 2.	
	TC- must have five routine samples taken the next month the system is open.	No	No	Public systems
	TC+ Yes	Yes	See Action 2.	
	TC+ Yes	Yes	See Action 2.	
	See Action 3.	No	No	See Action 3.

TC = Total Coliform
EC = E. Coli
FC = Fecal Coliform
+ = Positive test results

- = Negative test results

ACTION 1: MCL VIOLATION

A. All Systems. Search for the source of the contamination by having a condition survey done. Take corrective action when the source of contamination is found. Take daily special samples until two consecutive special samples are TC negative. If three samples are TC positive, close the system. Open the system only after the problem has been corrected and two consecutive daily special samples are TC negative.

Notify users according to appropriate State or NPDWR notification procedures including: posting, hand delivery, or media (newspaper, radio, or television), depending on the classification of the system and corresponding State direction. For non-public systems where State or EPA regulations have not established public notification procedures, notify users as soon as possible but always within 14 days by posting signs at the facility, visitor information site, etc. For systems serving residential populations, make notification by letter, in addition to posting signs.

B. Public Systems. Notify, consult, and coordinate with the State within the time period required by law after notification of the positive result. Take five routine samples the next month the system is open.

ACTION 2: ACUTE VIOLATION

A. All systems. Close the water system. At sites with water-carried sewage systems, the toilet supply may be left open if all points of drinking, including showers and sinks, can be isolated and shut off. Otherwise, shut off the entire system. Search for the source of contamination by having a condition survey done. Take corrective action when the source is found. Open the system only after the problem has been corrected and two consecutive daily special samples are TC negative.

Notify users according to appropriate State or NPDWR notification procedures including: posting, hand delivery, or media (newspaper, radio or television), depending on the classification of the system and corresponding State direction. For non-public systems where State or EPA regulations have not established public notification procedures, notify users as soon as possible but always within 72 hours by posting signs at the facility, visitor information site, etc. For systems serving residential populations, make notification by letter, in addition to posting signs.

B. Public Systems. Notify, consult, and coordinate with the State within the time period required by law after notification of the positive result. Take five routine samples the next month the system is open.

ACTION 3: CONFLUENT GROWTH. Take another routine sample at the same location within 24 hours of being notified of the result. If the second sample has confluent growth, search for the cause and correct it. Continue sampling until a valid sample is obtained. If the valid sample is TC positive, take follow-up actions as required by law and as outlined above.

Exhibit 2

Primary and Secondary Contaminants

PRIMARY CONTAMINANTS

Arsenic
Barium
Cadmium
Chromium
Fluoride
Lead
Mercury
Nitrate
Nitrite
Selenium
Sodium

SECONDARY CONTAMINANTS

Aluminum
Chloride
Color
Copper
Foaming Agents (Surfactants)
Iron
Manganese
Odor
pH
Silver
Sulfate
Total Dissolved Solids
Zinc

Whenever the maximum contaminant is exceeded, analyze a repeat sample for confirmation of the test results. Judge the acceptability of the water quality using the MCLs established in the NPDWR and NSDWR. These MCLs shall apply to both public and non-public systems.

For both public and non-public systems serving residential populations, correct any deficiency in water quality that would result in noncompliance with federal, State, and local regulations for public water systems. Report any system with a contaminant in excess of established MCLs to the Forest Service for review on a case-by-case basis.

For public systems, send sampling results to the State and follow the applicable public notification requirements if there is an MCL violation. For non-public water systems, follow the public notification requirements applicable to public non-community systems if contaminants exceed the MCL levels.

Appendix 12: Annual GT Offset Agreement, Appendix B

Authorization ID [redacted]
Contact ID [redacted]
Expiration [redacted]

APPENDIX B
ANNUAL GRANGER THYE FEE OFFSET AGREEMENT
SPECIAL USE PERMIT
For Campground and Related Granger-Thye Concessions
AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d
<Reference FSH 2709.11 chapter 50>

This Annual Granger-Thye (GT) Fee Offset Agreement is made by [name] (the Holder) and the U.S. Department of Agriculture, Forest Service, [name] National Forest (the Forest Service), under section 7 of the G-T Act, 16 U.S.C. 580d, and clause IV.E of the special-use permit issued to the holder on [date] (the permit).

The total estimated annual permit fee is [amount]. [] percent of that permit fee may be offset by the cost incurred by the Holder for the Government maintenance, reconditioning, renovation, or improvement (MRRI) projects listed below in accordance with this agreement. Additionally, [] percent of that fee may be offset by the cost incurred by the Forest Service for the Government MRRI projects under a separate collection agreement. Projects to be performed by the Holder shall be completed by the date specified and within the Holder's fiscal year for the year the fee is due. The Forest Service may modify the projects and dates as necessary, after consultation with the Holder.

The actual cost of each project that is satisfactorily completed as determined by the Forest Service may be offset against the holder's permit fee. Due dates and cost estimates for completion of each project are enumerated below. Examples of allowable costs include salaries and wages, materials and supplies, and subcontracts that are direct costs of a G-T fee offset project and indirect costs based on an approved indirect cost rate. The total cost for Government MRRI projects to be performed under this agreement shall not exceed the annual fee.

Upon a determination by the Forest Service that a project has been satisfactorily completed by the holder, the holder shall submit documentation of its actual cost to the Forest Service and shall certify that the representations in that documentation are accurate and complete. The certification shall be signed and dated, and shall state that failure to sign the certification shall vitiate the fee offset claim. The Forest Service shall verify that documentation before giving any credit against the holder's permit fee, and reserves the right not to grant any fee offset if any of the representations in the documentation is inaccurate or incomplete.

The Holder shall perform the work itemized below under this agreement.

Description of Project	Due Date	Estimated Cost	Completion Date	Actual Cost
------------------------	----------	----------------	-----------------	-------------

[itemize projects]

Signed: _____
Holder or Holder's Agent Date

Signed: _____
Authorized Officer Date

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Appendix 13: Potential Government MRR Projects

Potential Government Maintenance, Reconditioning, Renovation, and Improvement Projects

Potential Government Maintenance, Reconditioning, Renovation, or Improvement:

Maintenance, reconditioning, renovation, or improvement that arrests deterioration, improves and upgrades facilities, and appreciably prolongs the life of the property. Examples include but are not limited to installing a new roof, new floor, or new siding; rebuilding boilers; replacing pipes, pumps, and motors; repairing or maintaining the paths, lands, walks, walls, or landscaping adjacent to other government-owned structures; replacing vault toilets with flush facilities, paving interior roads, upgrading facilities, and installing utilities; and performing exterior painting and refinishing. Exterior painting that repairs unsightly visual marks caused by everyday use does not meet the definition outlined above. Government maintenance, reconditioning, renovation or improvement, whether performed by the holder or the Forest Service, shall be performed at the sole discretion of the authorized officer.

The following have been identified as possible projects to occur during the initial term of the permit:

Examples given:

- Replace picnic tables, campfire rings, BBQ grills, campsite markers, and bollards.
- Resurface the road
- Delineate campsite spurs with barriers and markers
- Construct accessible campsite pads

Appendix 14: Indirect Cost Reimbursement Letter

2720/6500

Date: July 11, 2002

Route To:

Subject: Indirect Cost Reimbursement in Granger-Thye Permits

To: Regional Foresters

Issue. At the request of the National Forest Recreation Association (NFRA) we have evaluated how the Forest Service reimburses the indirect costs of permit holders who perform Granger-Thye (GT) fee offset work. Holders are concerned that forests are inconsistent on whether and how indirect costs are allowed and what documentation is necessary to support a claim for indirect costs.

Background. Under Section 7 of the GT Act, and when authorized by a permit and GT fee offset agreement (GT agreement), the Forest Service offsets all or part of the permit fee paid by campground concessionaires with the cost of Government renovation, reconditioning, improvement, and maintenance performed at the concessionaire's expense on facilities covered by the permit. When the holder performs the work, it is authorized by an attachment to the permit called a GT fee offset agreement. Alternatively, the Forest Service may enter into a collection agreement as authorized by Section 5 of the GT Act to perform work eligible for fee offset under Section 7.

Historical Practice. Typically the field has offset the holder's direct costs for approved offset work, but reimbursement for the holder's indirect costs has varied. Approaches have included limiting indirect costs to a maximum of 5 percent or 10 percent of the fee to be offset, limiting the type of indirect costs to be reimbursed, or reimbursement of a flat overhead rate without documentation. Review of this issue has shown that these methods are not appropriate, because holders should be reimbursed actual costs. There is a misconception among employees and holders that the Forest Service can reimburse a flat indirect cost rate without documentation. There is often disagreement between forests and holders about what costs may be reimbursed.

Comparison. The Office of Management and Budget (OMB) has issued circulars to guide cost reimbursement for several types of business entities, including Circular A-87 for State and Local Governments and Circular A-122 for Non-Profit Organizations. The Federal Acquisition Regulation (FAR) Part 31 guides cost reimbursement for Commercial (For-Profit) Entities. We evaluated how cost reimbursement is conducted in other agency programs. Regulations at 7 CFR 3019.27 were updated in August 2000 to address the determination of allowable costs for grants and agreements in conformance with applicable OMB circulars. FSH 1509.11, Chapter 70, provides that administration of costs in grants and agreements for commercial entities is subject to FAR Part 31, Contract Cost Principles and Procedures. Adopting these cost standards for GT offset will create consistency among the program areas of special uses, contracting, and grants and agreements and conform to OMB guidance.

Conclusion. Offset of indirect costs is appropriate. Indirect costs are a customary charge in contracting and grants and agreements and should be eligible for offset under GT agreements.

The following guidance applies to reimbursement of actual costs to commercial entities holding GT permits. The guidance (enclosed) is excerpted from FAR Part 31 and 48 CFR Part 9904 but has been tailored to address GT agreements. A simplified process for small concessions is included at the end of the document. Cost principles for non-profit entities and state or local governmental entities are not addressed. The guidance does not address the reimbursement of agency indirect costs. When the Forest Service performs the work, agency indirect costs will be assessed in accordance with FSH 1509.11, Chapter 33 and indirect cost rates established nationally (e.g., the FY2002 rate is 18 percent).

Implementation.

Before the holder's indirect costs may be offset under a GT agreement, the holder must submit its indirect cost rate and supporting documentation for approval. Determination of an indirect cost rate should comply with the Cost Accounting Standards (CAS) and this guidance. When claiming cost reimbursement, the holder must certify that costs claimed comply with this guidance. Indirect costs based on approved Indirect Cost Allocation Rates (ICAR) should be reimbursed starting with 2002 permit fees. This advice for reimbursement of indirect costs is not retroactive to prior year permit fees.

For New Permits: Applicants must disclose accounting procedures and historic indirect cost allocation rates in response to a prospectus.

For Existing Permits: Holders must submit their ICAR to the authorized officer. Because the ICAR will be the same for all permits held by a specific company, it is recommended that the regional external auditor review and approve the rate. Regional auditors should coordinate the review for companies operating in more than one region.

/S/ DAVID G. HOLLAND

DAVID G. HOLLAND
Director, Recreation, Heritage,
and Wilderness Resources
cc: Carolyn Holbrook

/S/ TAMARA L. HANAN

TAMARA HANAN
Director, Financial Policy
and Analysis

Appendix 15: Granger-Thye Fee Offset Certification Form, FS-2700-4h, Appendix G

Authorization ID [redacted]
 Contact ID [redacted]
 Expiration Date 10/31/2012

APPENDIX G
Granger-Thye Fee Offset Claim Certification
for

SPECIAL USE PERMIT

AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d
<Reference FSH 2709.11, chapter 50>

NATIONAL FOREST
RANGER DISTRICT
PERMIT NUMBER [redacted]

Project Name _____ **Holder's Fiscal Year (FY)** _____

Total allowable costs may be offset under a Granger-Thye (GT) fee offset agreement to the extent they do not exceed the total annual fee for this permit. Total allowable costs of a GT project included in this GT claim are the sum of the direct GT project costs and indirect costs allocable to this GT project. Costs submitted under this GT claim will be accepted to the extent they are reasonable, allocable, and determined to be allowable, in accordance with the terms of the permit, GT agreement, and agency policy.

Direct GT Costs: Provide claimed GT costs by cost element and attach schedules to show the cost breakdown by cost element. Provide supporting documentation for the cost claim.

Indirect costs: Indirect costs must be computed based on Forest Service-approved indirect cost rate and may be added to the total direct GT costs. Attach the approved indirect cost rate for FY [redacted].

Approval of the fee offset claim is subject to all provisions in the Annual Granger-Thye Fee Offset Agreement (FS-2700-4h, Appendix B) executed by the U.S. Department of Agriculture, Forest Service, [name] National Forest, and [holder name] on [date of GT fee offset agreement].

DIRECT GT COSTS

Salaries and Wages	\$ [redacted]
Materials and Supplies	\$ [redacted]
Subcontracts	\$ [redacted]
Other (specify)	\$ [redacted]
Sum of Direct GT Costs	\$ [redacted]
INDIRECT COSTS ([redacted]% x Direct GT costs)	\$ [redacted]
TOTAL GT COST CLAIM FOR PROJECT	\$ [redacted]

Subject to the penalties prescribed in the False Statements Act, 18 U.S.C. 1001, the holder certifies to the best of its knowledge that the representations in the documents supporting its claim for fee offset are accurate and complete. The Forest Service reserves the right not to grant the fee offset claim if any of these representations is inaccurate or incomplete. Failure to sign the certification shall vitiate the fee offset claim.

Signed: _____ Date: _____
 Name of Certifying Official

Title of Certifying Official

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Appendix 16: Sample Collection Agreement for GT Fee Offset

Agreement Number _____
Cooperator Tax ID # _____

**Collection Agreement
between
USDA Forest Service,
Region 5, Stanislaus National Forest
And the
(Permit Holders Name)**

This COLLECTION AGREEMENT is hereby entered into by and between the USDA Forest Service, Region 5, Stanislaus National Forest, hereinafter referred to as the Forest Service (FS), and the **Permit Holders NAME**, hereinafter referred to as the **Permit Holders NAME** under the provisions of the Section 5 of the Granger-Thye Act, 16 U.S.C. 572.

A. PURPOSE: **Explain what the parties wish to accomplish and include a statement that begins: The purpose of this Collection Agreement is to (purpose...)**

B. FOREST SERVICE SHALL:

(Explain the work to be performed by the FS either force-account or procurement. The tasks should be listed as specific as possible.)

1. Deposit all cash funds received under the terms of this Agreement to a Forest Service Cooperative Work Fund to be used for the purpose for which contributed, including related overhead expenses.
2. Upon receipt of payment from the holder, perform the Government Maintenance, Reconditioning, Revocation and Improvements (MRRI) projects listed in this agreement (Reference attached Granger-Thye Fee Offset Agreement).
3. Contributions authorized for use by the FS, which are not spent or obligated for project(s) approved under this instrument, will be refunded to the cooperator authorized for use for new projects by the cooperative.

C. **PERMIT HOLDERS NAME** SHALL:

(Explain the unilateral actions or responsibilities of the contributor; for example if the funds are to be received by the Forest Service on an advance or reimbursement basis, where the funds should be sent and so forth...)

1. Make advance payments, in accordance with the permit, in amounts sufficient to cover the total cost of performing the Government MRRI work listed in this agreement, including overhead as determined by the FS up to XX percent of project costs.
2. Pursuant to the Debt Collection Improvement Act of 1996, as amended by P.L. 104-134, furnish their tax identification number upon execution of this instrument. Cooperator also agrees that notice of the Forest Service's intent to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such person's relationship with Government, has here by been given.

D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. TAXPAYER IDENTIFICATION NUMBER. **(Mandatory)** The cooperator shall furnish their tax identification number upon execution of this instrument.
2. FREEDOM OF INFORMATION ACT (FOIA). **(Mandatory)** Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

3. **MODIFICATION. (Mandatory)** Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

The Forest Service is not obligated to fund any changes not properly approved in advance.

4. **REFUNDS. (Mandatory)** Contributions authorized for use by the Forest Service, which are not spent or obligated for the project(s) approved under this instrument, will be refunded to the cooperator or authorized for use for new projects by the cooperator and approved by the Forest Service.

5. **PROPERTY IMPROVEMENTS. (Mandatory)** Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature. No part of this instrument shall entitle the cooperator to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.

6. **LEGAL AUTHORITY. (Mandatory)** The cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

7. **PARTICIPATION IN SIMILAR ACTIVITIES. (Mandatory)** This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

8. **COMMENCEMENT/EXPIRATION DATE. (Mandatory)** The instrument is executed as of the date of the last signature and is effective through (Expiration date must be 5 years or less) at which time it will expire unless extended.

9. **TERMINATION. (Mandatory) (Check 1509.11, Chapter 72, there is more to this provision. Also, when refunds are required by statute, add the following sentence: Excess fund shall be refunded within 60 days after the effective period.)**

Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

Forest Service Project Contact	Cooperator Project Contact
Name:	Name:
Address:	Address:
Address 2:	Address 2:
State & Zip Code:	State & Zip Code:
Phone:	Phone:
FAX:	FAX:
E-Mail:	E-Mail:

Forest Service Administrative Contact	Cooperator Administrative Contact
Name:	Name:
Address:	Address:
Address 2:	Address 2:
State & Zip Code:	State & Zip Code:
Phone:	Phone:
FAX:	FAX:

E-Mail:	E-Mail:
---------	---------

Choice ONE clause between number 11 and 12:

11. ADVANCE BILLING (1). (Mandatory) (Describe how the billings will be made, but always in a manner where deposits will be made by the cooperator prior to work being performed in any phase of the project. This is mandatory unless exempted under FSH 1509.11, section 33.22(c).)

Bill the cooperator prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period. Overhead will be assessed at the rate of %.

Billings shall be sent to:

Name:

Address:

State, Zip Code:

Area Code and Phone Number:

12. REIMBURSABLE BILLING (2). (Mandatory) (Mandatory when a collection agreement is issued under the Cooperative Funds Act.)

Bill the cooperator Enter **appropriate one: quarterly, semi-quarterly, or lump-sum**, for funds sufficient to cover the costs for the specific payment period. All reimbursement billing shall be completed within the same fiscal year as Forest Service expenditures. Insert one of the following statements on overhead charges: Overhead at the rate of **NUMBER** % will be assessed, or Overhead will not be assessed.

Billings shall be sent to:

Name:

Address:

State, Zip Code:

Area Code and Phone Number:

Keep with either clause:

If payment is not received by the date specified on the Form FS-6500-89, Bill of Collection, the Forest Service shall exercise its rights regarding the collection of debts owed the United States.

If a payment bond is required, add the following sentence:

This includes conditions specified in associated payment bonds guaranteeing such payments.

13. PAYMENT BOND REQUIREMENT. (Mandatory) (Mandatory when the collection agreement is over \$25,000 or more in the form of reimbursable payments under the Cooperative Funds Act and the cooperator is other than a State or local government.)

Cooperator shall furnish and maintain a payment bond acceptable to the Forest Service in the amount of \$ **AMOUNT** before any work commences under this agreement.

14. ENDORSEMENT. (Mandatory) Any cooperator contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the cooperator's products or activities.

15. FOREST SERVICE LIABILITY. (Mandatory) The Forest Service shall not be liable to the depositor or landowner for any damage incident to the performance of this agreement.

Name of Signatory
Name of Organization

Date

USDA, Forest Service
Name
Title
Forest

Date

Forest Service Use:

Job Code: _____

(Attach a financial plan as the final document incorporated into the agreement. The financial plan may be developed in different formats but, at a minimum, shall include a detailed breakdown of total direct and indirect costs.)

Appendix 17: Sample Business Plan

Business Plan Outline

(from the New Hampshire Small Business Development Center (www.nhsbdc.org))

Use this outline as a general guide only. Some parts may not apply to your business; some items important to your particular business might be missing.

The Executive Summary - The Executive Summary appears at the beginning of the business plan and gives the reader a quick, but informative overview of who you are as a person, what your business is all about and a brief, but convincing argument as to why you will be successful. The executive summary is never longer than two pages. One page is preferable.

Executive Summary/Letter

1. Brief description of your business
2. Plan of action (if applying for loan, describe purpose(s) of loan)
3. Why this plan makes sense (outcomes/benefits)

I. Ownership

- Who owns the business
- What type of organization it is (proprietorship, partnership, corporation, limited liability)
- The division of responsibility between owners/employees (if applicable)

II. Description of Business

- History of business
- Products/services presently offered described in detail & briefly whom you sell to and how (store, shows, catalog, wholesale, cold calls, etc.)
- New products/services described & brief description of customers & sales methods
- Number of employees & if planning to expand, increase in jobs
- Suppliers & inventory levels/turnover
- Facility - own or rent, description of location, size, special features
- Improvements planned (if applicable)
- Equipment owned
- Equipment you plan to purchase (if loan is for equipment)

III. Market Information

a. Industry - (depending on type of business, may not apply)

- Industry outlook - nationally, state-wide, locally (if applicable)
- Factors that affect the industry currently - supplies, changes in legislation, market trends, new technologies

b. Your Customers

- Describe major customer groups in detail (i.e. by age, geography, income, business type, sex, local or tourist, wholesale or retail) & assign percentages to each group (for example, 40% local, 60% tourist)
- Buying patterns for each group (season, time of day, day of week, how often, etc.)
- Why these customer groups choose your business
- Trends affecting their choices/decisions/behavior

c. Your Competitors

- List your major competitors and describe how their businesses are similar/different to yours
- Describe where your business fits into the market
- Discuss your strengths/weaknesses relative to your competitors and how you will use/improve them
- Describe your relationships with your competitors

d. Your Marketing Strategy

- Your image, advertising/promotion plan, and pricing & how they match your target market(s)
- Detail on how you sell, distribute, and service your product/service and why
- Sales goals, strategies for the next year

IV. Management

- Resume describing your relevant experience and education
- Key personnel and their job descriptions (if applicable)
- Accounting and record keeping systems described
- Other relevant management systems or techniques (inventory, production, etc.)

V. Financial Information

a. Historical

- Your past 3 years of tax returns

- Past 3 years of business tax returns (if applicable)
- Balance sheet and income statement (if available)

b. Source and Use of Funds (if plan is for financing/start-up or expansion)

- Include estimates for purchases of equipment, renovations, etc.
- Lists of inventory, supplies, etc.

c. Projections

- Sales goals, in dollars and units (if applicable)
- Break-even analysis, if new business
- One-year, monthly cash flow projection
- Projected balance sheet/income statement (if applicable)

VI. Other Information

- Lease/Purchase & Sales Agreement
- Sales materials - brochures, sell sheets, price lists, etc.
- Pictures of products
- Pictures of facility
- Customer lists
- Letters of commitment or contracts
- Letter of recommendation
- Market research data
- Other, as appropriate

Appendix 18: Sample Financial Statement, FS6500-24

FINANCIAL STATEMENT

(Ref. 36 CFR 223.7(e), 36 CFR 251.54(e)(2), Federal Acquisition Regulation 48 CFR 9.104-1.)

INSTRUCTIONS: Forest Service (FS) requires the respondent to provide the most recent fiscal year financial statement. FS may also request the respondent to provide two additional years of financial data, on a case by case basis. If more space is needed to fully answer any item below, attach additional sheets. False or fraudulent financial reporting on this form is subject to a fine or imprisonment under 18 U.S.C. 1001(a).

1. NAME OF CORPORATION, LIMITED LIABILITY COMPANY (LLC.), PARTNERSHIP, OR PROPRIETORSHIP (include any names the organization/firm operated under during past three years and specify the year operated for each name):

2. STATE
INCORPORATED
3.

3. DATE INCORPORATED

4. ADDRESS OF PRINCIPAL PLACE OF BUSINESS (*with ZIP CODE*)

5. IF PARTNERSHIP, NAMES OR PARTNERS, AND THEIR PARTNERSHIP INTERESTS

6. NAMES, TITLES, AND ADDRESSES OF CORPORATE OFFICERS AND DIRECTORS, WITH NUMBER OF SHARES OF STOCK OWNED BY EACH

FULL NAME	TITLE	ADDRESS (Number, Street, City, State, and ZIP CODE)	SHARES OWNED

7. REFERENCES (At least three should be given, preferable banks):

Full Name	ADDRESS (Number, Street, City, State, and ZIP CODE)

NOTE: Respondents may submit certified financial statements in lieu of answering PARTS A through C on the next pages. However, respondents must complete either certification statement PART D (1) or PART D (2) at the bottom of the last page.

PART A. BALANCE SHEET

	CURRENT YEAR (MO/DA/YR)	PAST YEAR (MO/DA/YR)	THIRD YEAR (MO/DA/YR)
YEAR ENDED			
ASSETS			
CURRENT ASSETS:			
CASH			
RECEIVABLES-TRADE			
LESS ALLOWANCES FOR DOUBTFUL ACCOUNTS	< >	< >	< >
INVENTORIES (LIST MAJOR CATEGORIES):			
SUPPLIES AND MISCELLANEOUS			
MARKETABLE SECURITIES			
PREPAID EXPENSES			
SUPPLIES INVENTORY			
OTHER CURRENT ASSETS:			
TOTAL CURRENT ASSETS			
FIXED ASSETS:			
LAND			
BUILDINGS			
MACHINERY AND EQUIPMENT			
PLANT			
LEASEHOLD IMPROVEMENTS			
OTHER			
LESS ALLOWANCE FOR DEPRECIATION	< >	< >	< >
BOOK VALUE-FIXED ASSETS			
OTHER ASSETS:			
DEPOSITS-CASH			
DEPOSITS-SECURITIES			
TOTAL-OTHER ASSETS			
TOTAL ASSETS			

LIABILITIES AND OWNER EQUITY	CURRENT YEAR	PAST YEAR	THIRD YEAR
CURRENT LIABILITIES:			
ACCOUNTS PAYABLE-TRADE			
ACCRUED PAYROLL			
ACCRUED PAYROLL TAXES AND INSURANCE			
NOTES PAYABLE			
INCOME TAXES-CURRENT			
OTHER TAXES			
CURRENT PORTION OF LONG-TERM DEBT			
OTHER CURRENT LIABILITIES (SPECIFY):			
TOTAL CURRENT LIABILITIES			
OTHER LIABILITIES:			
DEFERRED INCOME TAXES			
LOANS FROM OFFICERS/PARTNERS			
LONG-TERM OBLIGATIONS-LESS CURRENT AMOUNT			
TOTAL OTHER LIABILITIES			
TOTAL LIABILITIES			
OWNER EQUITY:			
CAPITAL STOCK OUTSTANDING			
RETAINED EARNINGS (DEFICIT)			
PARTNERS' INVESTMENT (DEFICIT)			
TOTAL OWNER EQUITY			
TOTAL LIABILITIES AND OWNER EQUITY			
PART B. SUPPLEMENTAL DATA			
THIS STATEMENT IS ON THE-CASH BASIS _____ ACCRUAL BASIS _____			
INVENTORIES ARE-LIFO _____ FIFO _____ COST OR MARKET WHICHEVER IS LOWER _____			

NAMES OF CONTRACTORS OR SUB-CONTRACTORS USED (IF ANY):

PART C. INCOME STATEMENT

CURRENT YEAR

PAST YEAR

THIRD YEAR

GROSS SALES

LESS-RETURNS AND ALLOWANCES

NET SALES

LESS-COST OF GOODS SOLD

GROSS PROFIT ON SALES

LESS-SELLING EXPENSE

NET PROFIT (LOSS) ON SALES

GENERAL EXPENSE:

OFFICERS SALERIES

LEGAL AND OTHER PROFESSIONAL EXPENSE

OFFICE EXPENSE

TOTAL GENERAL EXPENSE

NET OPERATING PROFIT (LOSS)

ADD-OTHER INCOME

LESS-INTEREST EXPENSE

INCOME TAXES

OTHER EXPENSE

NET AMOUNT OF OTHER INCOME AND EXPENSE

NET PROFIT (LOSS) FOR YEAR

NOTE: Offers must set forth full, accurate, and complete information as required in this Financial Statement (including any attachments). The penalty for making false statements in this Financial Statement is prescribed in 18 U.S.C. 1001.

PART D (1). CERTIFICATION FOR CORPORATIONS, LIMITED LIABILITY COMPANIES OR PARTNERSHIPS

We, the undersigned, general officers (or members) of _____

(Name of corporation, LLC, or partnership) being severally sworn, each declares that the above or attached financial statements are true and correct, and that it covers all of the financial affairs of said company (or) firm up to and including the date of _____ 2____.

CERTIFYING OFFICIAL'S NAME AND TITLE

SIGNATURE (Sign in ink)

DATE

CERTIFYING OFFICIAL'S NAME AND TITLE

SIGNATURE (Sign in ink)

DATE

SWORN TO AND SUBSCRIBED before me this _____ day of _____ (Month/Year).

SIGNATURE

TITLE

(Affix
Notary
Seal)

PART D (2). CERTIFICATION FOR INDIVIDUALS

I swear (or affirm) that the above or attached financial statements are true and correct to the best of my knowledge.

INDIVIDUAL'S NAME AND TITLE

SIGNATURE (Sign in ink)

DATE

SWORN TO AND SUBSCRIBED before me this ____ day of ____ (Month/Year)		(Affix Notary Seal)
SIGNATURE	TITLE	
<p style="text-align: center;">Burden Statement</p> <p>According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.</p> <p>The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).</p> <p>To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410, or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or at (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.</p> <p>The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.</p> <p style="text-align: right;">U.S. GPO: 1996-720-508</p>		

Appendix 19: Request for Verification, FS6500-25

US DEPARTMENT OF AGRICULTURE, FOREST SERVICE

FS-6500-25 (V. 07/2012)

REQUEST FOR VERIFICATION

OMB No. 0596-0082

(Reference FSH 6509.18)

Instructions: Applicant - Complete items 1 thru 5. Forward directly to bank or lending institution.
 Bank or Please complete Items 6 thru 15. Return directly to
 Lender - Resource Audit Branch, CFO Office, Albuquerque Service Center, Forest Service.
 101 B Sun Ave., NE, Albuquerque, NM 87109 Attn:

PART I - REQUEST

1. TO: Name and Address of Bank or other Lending institutions

2. FROM: (Name and Address of Applicant)

3. STATEMENT OF APPLICANT

TYPE OF ACCOUNT	ACCOUNT NUMBER	CURRENT BALANCE
CHECKING ACCOUNT		
SAVINGS ACCOUNT		
OTHER		

I have applied for a timber sale contract or concessionaire permit (please cross one out) with the National Forest and state that my balance with the bank or lending institution named in Item 1 are as shown in Item 3. My signature below authorizes verification of the information. Your response is solely a matter of courtesy for which no responsibility is attached to your institution or any of your officers.

4. Signature of Applicant

5. Date / /

PART II - VERIFICATION

6. Does applicant have any outstanding loans? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, fill Item 7.			10. Is the account less than 2 months old? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, fill in Item 11.		
TYPES OF LOANS	MONTHLY PYMT.	PRESENT BALANCE	11. Date account was opened:		
Secured					
Unsecured			12. Payment Experience: <input type="checkbox"/> Favorable <input type="checkbox"/> Unfavorable If unfavorable, please explain in remarks.		
8. Is applicant's statement in Item 3 correct? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, fill Item 9.					
9. CURRENT BALANCES					
CHECKING	SAVINGS				

13. REMARKS:

THE INFORMATION ON THIS FORM IS CONFIDENTIAL. IT IS TO BE TRANSMITTED DIRECTLY, WITHOUT PASSING THOROUGH THE HANDS OF THE APPLICANT OR ANY OTHER PARTY.

14. Signature of bank or lending official.

15. Date / /

False or fraudulent financial reporting on this form is subject to a fine or imprisonment under 18 U.S.C. 1001(a).

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410, or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or at (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Optional Appendices

Appendix 20: National Quality Standards for Recreation Site Management

National quality standards define the corporate level of quality the Forest Service expects to provide the public at full service (Forest Plan) levels. These standards form the baseline for estimating the total cost of providing the quality opportunities visitors and customer's desire.

Recreation program components with National Quality Standards include: Developed Sites, Trails, General Forest Areas, Interpretive Services and Recreation Special Use Permit Administration. National Quality Standards for these components have been established for the Key Measures: Health and Cleanliness, Safety and Security, Condition of Facilities, Responsiveness, Resource Setting, and Permit Administration & Monitoring, Interpretive Product Development & Revision, Interpretive Product Delivery and Exhibit & Audio-Visual Systems Condition.

Critical National Standards are identified with an asterisk (*). If not met, the resulting conditions pose a high probability of immediate or permanent loss to people or property. If they cannot be met, due to budget or other constraints, immediate action must be taken to correct or mitigate the problem. Immediate action may include closing to public use the site, trail, area, permit, or portions of the affected site, trail or area. If conditions, facilities, or services addressed by "non-critical" standards decline to the point where the health or safety of the visitor is threatened, mitigating actions must be taken.

Key Measure: HEALTH AND CLEANLINESS

1. *Visitors are not exposed to human waste
2. *Water, wastewater, and sewage treatment systems meet federal, state and local water quality regulations.
3. Garbage does not exceed the capacity of garbage containers.
4. Individual units and common areas are free of litter including domestic animal waste.
5. Facilities are free of graffiti.
6. Restrooms and garbage locations are free of objectionable odor

7. Constructed features are clean.

Key Measure: RESOURCE SETTING

1. *Effects from recreation use do not conflict with environmental laws (such as ESA, NHPA, Clean Water, TES, etc)
2. Recreation opportunities, site development, and site management are consistent with Recreation management system (ROS, SMS, BBM) objectives, development scale, and the Forest land management plan.
3. Landscape character and resource conditions at the recreation site are consistent with the Forest scenic integrity objectives and Forest Plan prescriptions.
4. Visitors and vehicles do not exceed site capacity.

Key Measure: SAFETY & SECURITY

1. *High-risk conditions do not exist in recreation sites.
2. *Utility inspections meet federal, state, and local requirements.
3. Laws, regulations and special orders are enforced.
4. Visitors are provided a sense of security

Key Measure: RESPONSIVENESS

1. *When signed as accessible, constructed features meet current accessibility guidelines.
2. Visitors feel welcome.
3. Information boards are posted in a user-friendly and professional manner.
4. Visitors are provided opportunities to communicate satisfactions (needs, expectations).
5. Visitor information facilities are staffed appropriately during seasons of use and current information is available.
6. Recreation site information is accurate and available from a variety of sources and outlets.

Key Measure: CONDITION of FACILITIES

1. Constructed features are serviceable and in good repair throughout the designed service life

2. Constructed features in disrepair due to lack of scheduled maintenance, or in non-compliance with safety codes (e.g. life safety, OSHA, environmental, etc.) or other regulatory requirements (ABA/ADA, etc.), or beyond the designed service life, are repaired, rehabilitated, replaced, or decommissioned.

3. New, altered, or expanded constructed features meet Forest Service design standards and are consistent with an approved site development plan, including an accessibility transition plan.

Recreation Sites

National Quality Standards and Assigned Tasks

* Critical Standards in gray

KEY MEASURE	STANDARD	TASK #	DESCRIPTION	Routine or Site Specific	Crew
HEALTH & CLEANLINESS (NFRW)	*Visitors are not exposed to human waste.	H&C 01.01	Clean Fixture	Routine	Operations
		H&C 01.02	Disinfect Surface	Routine	Operations
		H&C 01.03	Refill paper holder (toilet, hand towel)	Routine	Operations
		H&C 01.04	Pay waste system bills	Site Specific	Operations
		H&C 01.05	Pump toilet	Site Specific	Operations
		H&C 01.06	Other site-specific human waste-related task	Site Specific	Operations
	*Water, wastewater, and sewage treatment systems meet federal, state, and local water quality regulations.	H&C 02.01	Pay water system bills	Site Specific	Operations
		H&C 02.02	Test swim area water.	Site Specific	Operations
	Garbage does not exceed the capacity of garbage containers.	H&C 03.01	Recycle garbage/trash	Site Specific	Garbage Collection
		H&C 03.02	Empty garbage/trash containers (routine schedule)	Routine	Garbage Collection
		H&C 03.03	Other site-specific garbage/trash removal task (does not include litter)	Site Specific	Garbage Collection

		pick-up)		
Individual units and common areas are free of litter, including domestic animal waste	H&C 04.01	Pick up litter & animal waste in developed sites with units	Routine	Operations
	H&C 04.02	Pick up litter & animal waste in developed sites without units	Routine	Operations
	H&C 04.03	Remove garbage/trash in "pack-in/pack-out" developed sites	Routine	Operations
Facilities are free of graffiti	H&C 05.01	Remove offensive graffiti (based on historical occurrences or patterns)	Site Specific	Operations
Restrooms and garbage locations are free of objectionable odor	H&C 06.01	Sweep restroom	Routine	Operations
	H&C 06.02	Clean & deodorize garbage location	Routine	Operations
Constructed features are clean	H&C 07.01	Sweep table pad, clean table, clean-out fire ring	Routine	Operations
	H&C 07.02	Clean building (excluding toilets)	Routine	Operations
	H&C 07.03	Clean dump station	Routine	Operations
	H&C 07.04	Clean water outlets (hydrants & fountains)	Routine	Operations
	H&C 07.05	Sweep/hose-off stairway & pathway	Routine	Operations
	H&C 07.06	Sweep/hose-off parking lot, spurs, and road	Routine	Operations
	H&C 07.07	Clean fish station	Routine	Operations
	H&C 07.08	Remove animal droppings associated with hantavirus risk	Site Specific	Operations
	H&C 07.09	Clean mangers, loading/unloading ramps, corrals, etc.	Site Specific	Operations
	H&C 07.10	Other site-specific feature cleaning task	Site Specific	Operations

RESOURCE SETTING (NFRW)	* Effects from recreation use do not conflict with environmental laws (such as ESA, NHPA, Clean water, TES, etc.)	Setting 01.01	Initiate Analysis. Identify need for specialist analysis and participate as needed to determine mitigation options	Site Specific	Management
		Setting 01.02	Mitigate. Physically close site, or appropriate portion of site, with temporary barriers and/or signs (non-constructed features)	Site Specific	Compliance
		Setting 01.03	Patrol site to ensure users do not use/access protected areas	Site Specific	Compliance
		Setting 01.04	Other site-specific analysis task	Site Specific	Management
		Setting 01.05	Other site-specific mitigation task	Site Specific	Compliance
	Recreation opportunities, site development, and site management are consistent with recreation management system (ROS, SMS, BBM) objectives, development scale, and the Forest land management plan	Setting 02.01	Annually review O&M plan for consistency with Forest Plan prescription for the site	Routine	Management
		Setting 02.02	Annually review Project Plans for consistency with Forest Plan prescription for the site	Routine	Management
		Setting 02.03	Initiate Analysis. Identify need for specialist analysis and participate as needed to determine mitigation options	Site Specific	Management
		Setting 02.04	Other site-specific project review task	Site Specific	Management
	Landscape character at the developed recreation site is consistent with the Forest scenic integrity objectives	Setting 03.01	Brush around constructed features	Site Specific	Operations
		Setting 03.02	Mow grounds (routine schedule)	Routine	Mowing
		Setting 03.03	Other site-specific mowing task	Site Specific	Mowing
		Setting 03.04	Meet shade objectives	Site Specific	Management
		Setting 03.05	Erect temporary/disposable fencing	Site Specific	Operations
		Setting 03.06	Plant trees/shrubs/grass	Site Specific	Operations

		Setting 03.07	Stabilize stream banks (does not involve the installation of "constructed features" i.e. riprap, retaining wall)	Site Specific	Operations
		Setting 03.08	Treat vegetation	Site Specific	Operations
		Setting 03.09	Post warning signs	Site Specific	Operations
		Setting 03.10	Other site-specific setting management and protection task	Site Specific	Operations
	Visitors and vehicles do not exceed site capacity	Setting 04.01	Patrol to maintain site capacity	Routine	Compliance
		Setting 04.02	Operate entrance station	Site Specific	Compliance
		Setting 04.03	Place or remove barriers and/or gates	Site Specific	Compliance
		Setting 04.04	Other site specific capacity mitigation task	Site Specific	Compliance
SAFETY & SECURITY (NFRW)	*High risk conditions do not exist in developed recreation sites	S&S 01.01	Identify and document hazards	Site Specific	Management
		S&S 01.02	Remove identified hazard trees	Site Specific	Operations
		S&S 01.03	Ensure public safety from high risk	Routine	Operations
		S&S 01.04	Fence off and/or sign sloughs	Site Specific	Operations
		S&S 01.05	Close/fence off hazardous constructed features	Site Specific	Operations
		S&S 01.06	Mow or brush vegetation to minimize or abate poisonous animal conflicts and/or limit exposure to poisonous vegetation	Site Specific	Mowing
		S&S 01.07	Other site-specific hazard removal - operations task (mowing for ticks, etc.)	Site Specific	Operations
		S&S 01.08	Other site-specific hazard removal - management task	Site Specific	Management

	*Utility inspections meet federal, state, and local requirements	S&S 02.01	Pay utility bills	Site Specific	Operations
	Activities prohibited under the 36 CFR261 sections pertinent to recreation use of developed sites are dealt with appropriately	S&S 03.01	Enforce regulations (per 36 CFR261.14 sub-part A)	Routine	Compliance
		S&S 03.02	Collect fees (includes accounting, deposits, reconciliation)	Routine	Compliance
		S&S 03.03	Enforce regulations other than 36 CFR261.14 sub-part A	Routine	Compliance
	Visitors are provided a sense of security	S&S 04.01	Install and maintain telephone service (pay phone)	Site Specific	Management
		S&S 04.02	Patrol to create a sense of security	Routine	Compliance
		S&S 04.03	Other site-specific security task	Site Specific	Compliance
RESPONSIVENESS (NFRW)	*When signed as accessible, constructed features meet accessibility requirements as stipulated in the Access Board's proposed interim Accessibility Guidelines for developed sites	Resp 01.01	Check accessible features and accessibility signing to ensure accuracy and appropriateness.	Site Specific	Management
		Resp 01.02	Remove signs if features signed as accessible do not meet accessibility direction	Site Specific	Operations
		Resp 01.03	Other site-specific accessibility signing task	Site Specific	Operations
	Visitors feel welcome	Resp 02.01	Ensure site entrance is marked	Routine	Compliance
		Resp 02.02	Review good host practices	Routine	Compliance
		Resp 02.03	Operations personnel interacts with visitors	Routine	Operations
		Resp 02.04	Compliance personnel interacts with visitors	Routine	Compliance
		Resp 02.05	Compliance personnel communicates with host	Routine	Compliance
	Information boards are posted in a user-friendly and professional manner	Resp 03.01	Ensure information board is current	Routine	Compliance

	Visitors are provided opportunities to communicate satisfactions (needs, expectations).	Resp 04.01	Complete visitor needs assessment	Routine	Management
		Resp 04.02	Distribute visitor comment cards as the opportunity arises.	Site Specific	Compliance
		Resp 04.03	Provide distribution and collection information to users.	Site Specific	Compliance
		Resp 04.04	Provide comment card receptacles at contact points.	Site Specific	Compliance
		Resp 04.06	Other site-specific visitor needs assessment task	Site Specific	Compliance
	Visitor centers are staffed appropriately during seasons of use and current information is available	Resp 05.01	Staff visitor center	Routine	Visitor Information
	Recreation site information is accurate and available from a variety of sources and outlets	Resp 06.01	Provide maps and brochures	Routine	Management
CONDITION OF FACILITIES (CMFC, CMRD)	Constructed features are serviceable and in good repair throughout the designed service life	COF 01.01	Annual Maintenance task	Site Specific	N/A
	Constructed features in disrepair due to lack of scheduled maintenance, or in non-compliance with safety codes (e.g. life safety, OSHA, environmental, etc.) or other regulatory requirements (ABA/ADA, etc.), or beyond the designed service life, are repaired, rehabilitated, replaced, or decommissioned	COF 02.01	Deferred Maintenance task	Site Specific	N/A
		COF 02.02	DM-Constructed feature planning, environmental analysis, contract prep, admin and inspection	Site Specific	N/A
	New, altered, or expanded constructed features meet Forest Service design standards and are consistent with an approved site development plan, including an accessibility transition plan.	COF 03.01	Capital Improvement task	Site Specific	N/A
		COF 03.02	CI-Constructed feature planning, environmental analysis, contract prep, admin and inspection	Site Specific	N/A

Appendix 21: Recommended Staffing

Operating Requirements

The concessionaire will be responsible for furnishing all personnel, and for adequately training and supervising their activities while performing under the provisions of the permit.

The concessionaire must meet the requirements of state and Federal laws governing employment, wages, worker safety, etc. Applicable laws include, but are not limited to, laws governing equal opportunity, civil rights, fair labor standards, minimum wage, workers' compensation, OSHA (Occupational Safety and Health Administration) regulations, ADA (Americans with Disabilities Act), and immigration laws regarding employment of noncitizens. Service Contract Act wage requirements will NOT apply. Davis Bacon wage provisions and rates will apply to Granger Thye offset projects in excess of \$2,000 involving construction, alteration, or repair of public buildings or public works.

Staffing Hours and Schedules

Specific staffing hours and schedules must be specified in the operating proposal. The gatehouse at _____ Campground must be staffed at a minimum from 8am to 8pm Sun-Thurs and from 8am to 9:30pm Fri-Sat during the peak season (July 1-Labor Day). No minimum staffing hours and schedules are specified for the other facilities. However, the permittee's proposal must ensure adequate staffing to meet the required service standards specified in this prospectus.

Supervision/Management

Applicants must designate an individual to serve as the representative of the concessionaire for purposes of administration of the permit by the Forest Service. The designated representative must periodically review host performance on site and must be available to resolve repair needs within 24 hours of discovery or notification. The concessionaire will be responsible for the conduct of its employees, including preventing conduct prohibited by 36 CFR part 261, Subpart A (see [Appendix 4](#)), and ensuring that employees are not under the influence of intoxicating beverages or narcotic drugs while on duty or representing the holder. Applicants also must include a policy for removing employees who engage in inappropriate conduct.

Personnel

During the required minimum operating season (see [Table 4](#)) the permittee will be required to provide, at a minimum, one designated representative as outlined in the Supervision/Management section above. The designated representative must reside at one of the permitted sites or within a

50-mile radius of the center of the permitted area, if the permittee's headquarters is outside the 50-mile radius.

The operating proposal must specify the number and location of hosts and site managers to be stationed at the recreation sites, the training they will receive, and the skills and abilities they will possess in order to meet Operating Standards and Requirements. In addition, the operating proposal must specify which site manager or host will have responsibility for each site at which a resident host will not be stationed. The proposal must also specify company policies concerning a code of conduct for employees, and detail the company's procedures for reviewing employee performance and taking disciplinary action, if necessary.

Staffing Recommendations

Past operating experience has shown that, at a minimum, hosts and manager are needed at the facilities identified and in the quantities listed below:

Recreation Site	Hosts	Site Manager
Sand Flat Campground	1	Two for two sites
Clark Fork Campground	1	
Baker Campground	1	Two for three sites (includes Kennedy Meadows TH.)
Deadman Campground	1	
Kennedy Meadows Trailhead/Camping Area	0	
Pinecrest Campground	1	Two for three sites
Meadowview Campground	1	
Pioneer Trail Group Campground	0	
Pinecrest Trailer Dump Station	0	Administered by concessionaire representative

The following skills and abilities are recommended in order to ensure that the permittee's field employees are able to effectively meet the public and achieve standards.

Designated Representative (Concession Operations Manager)

- Decision-making authority
- Ability to work with a diverse public and provide quality customer service
- Ability to organize and manage a diverse work force
- Knowledge of and experience in accounting principles

- Conflict resolution skills
- Ability to coordinate law enforcement responses
- Working knowledge of the National Recreation Reservation Service
- Ability to purchase supplies/equipment
- Certification in Basic First Aid

Host/Site Manager

- Ability to work with a diverse public and provide quality customer service
- Conflict resolution skills
- General knowledge of accounting principles
- Ability to implement the National Recreation Reservation Service system
- Ability to perform routine cleaning tasks

Maintenance Worker

- Ability to operate a variety of hand and power tools
- Ability to work outdoors in a variety of work conditions
- Ability to perform a variety of carpentry, plumbing, electrical, and landscaping tasks
- Ability to provide quality customer service

Host Sites

This information is provided as background for the applicant. Hosts sites have been identified for each complex and/ or campground. Requests to utilize different sites will require approval from the district representative and the permit administrator.

Appendix 22: Maintenance and Reconditioning Responsibilities

General Requirements

All job standards, as a minimum, will conform to the Forest Service publication "Cleaning Recreation Sites (December, 1995).

Additional standards can be found in [Appendix 20](#) National Quality Standards for Recreation Site Management.

All materials, supplies and paint colors used by the concessionaire will be approved by the Forest Service before use, and maintenance will be performed according to Forest Service standards and approved Site Development Plans in order to be acceptable.

Types of Maintenance and Reconditioning Work

Maintenance and Reconditioning work (M&R) is a condition of the special use permit. Concessionaire maintenance and reconditioning includes activities that neither materially add to the value of the property nor appreciably prolong its life. The work serves only to keep the facility in an ordinary, efficient operating condition. The concessionaire is required to perform concessionaire M&R at the concessionaire's expense.

Government M&R generally includes activities which arrest deterioration and appreciably prolong the life of the improvements. All Government M&R is performed at the sole discretion of the Authorized Officer. The concessionaire will be required to accomplish Government Maintenance and Reconditioning work, either for offset of the special use permit fee, or as a cooperator by agreeing to allow the Forest Service to use the permit fee to accomplish the work.

The following narrative provides an overview of the types of work which will be included in M&R plans, as well as those M&R activities which will be the responsibility of the Government.

Routine Maintenance and Reconditioning

Includes cleaning and repair due to any cause to keep the facility operational, neat, sanitary, and safe to use. Cost of the work may be up to 50% of the replacement cost of the facility item being repaired.

Replacement (Government)

Includes repair of facilities when the cost of the work will be greater than 50% of replacement cost, as well as total replacement. Includes repair or replacement resulting from any cause except fire and other casualty, including vandalism, when such loss is covered by the concessionaire's insurance

(see Special Use Permit Clause III(1)2.)

M&R Work

The following examples define concessionaire and Government M&R responsibilities:

WATER SYSTEM:

Concessionaire: Responsible for operation and maintenance of entire water system in accordance with the Forest Service “Water and Waste Water Operations and Maintenance Manuals” where these reference materials are applicable. Responsible for repairing broken water lines (including underground lines), repairing valves or hydrants, cleaning storage tanks, and all other general maintenance and minor repair. Responsible for water testing, monitoring and treatment.

Government: Responsible for capital replacement of water systems and water system components.

ELECTRICAL DISTRIBUTION SYSTEM

Concessionaire: Paying all electric bills, maintenance of generators, all other maintenance.

Government: Responsible for capital replacement of electrical systems and electrical system components.

ROADS, PARKING AREAS, WALKWAYS, CAMP UNIT SPURS, BRIDGES

Concessionaire: Maintain un-improved campground parking pads/sites, camping spurs and turnouts, paths, trails, handrails, stairs, gates and footbridges within campgrounds by filling in holes, patching, raking, brushing, and otherwise repairing as damage occurs. Remove hazard trees which have been designated by the concessionaire or the Forest Service. Removal of other vegetative debris from recreation site roads, trails, bridges, campsites, and parking lots. Cleaning and maintaining culverts and road ditches. Sweeping roads. Removal of needles and vegetation swept into berms and/or left alongside roads by the road sweeper, to facilitate proper drainage and drying of the road surface.

Government: Maintain the running surface and make subsurface structural repairs to improved roads, parking lots, camping spurs, and turnouts including patching cracks and potholes. Perform routine maintenance and make structural repairs to road bridges.

FLOATS, BUOYS, SWIM AREAS

Concessionaire: Seasonal installation and daily maintenance of buoys, floats and swim lines. Maintenance of beach surface (drag the beach each evening or morning when the gate is closed).

Government: Replacement of floats and buoys. Major reconstruction/stabilization/nourishment of

beach surface.

SEWAGE SYSTEMS

Concessionaire: Maintenance and repair of pipes, drainfields, and effluent pumps. Pumping and disposal of vaults and septic tanks. Responsible for controlling objectionable odors at toilets. Responsible for maintaining a wastewater annual maintenance log for each campground.

Government: Replacement of collapsed vaults, septic systems, effluent pumps, and capitol replacement of system components.

WASTE WATER COLLECTORS

Concessionaire: Maintenance and repair, including replacement of rings and repair and maintenance of drainfields as necessary.

BUILDINGS

Concessionaire: Interior painting of approximately 1/3 of existing buildings per year, as determined by the Forest Service. Repair and replace fixtures, screens, toilet vents, vent pipes, door locks, door closers, broken windows and doors when discovered. Remove graffiti within 48 hours of discovery. Repair minor damage to interior walls and ceilings. Repair minor damage to roofs and exterior walls as damage is discovered. Rake limbs and needles from roofs as needed.

Government: Restore and replace buildings as funding becomes available with buildings which meet accessibility standards and odor-free requirements. Perform major structural repairs (excluding repair work to refurbish the interior of buildings due to graffiti or vandalism). Exterior repainting of buildings. Reroof buildings and replace exterior siding as funding becomes available.

BARRIERS, SIGNPOSTS, CAMPSITE POSTS

Concessionaire: Responsible for installation and repair as needed. Keep all signs and site posts straight and at the correct height (per EM 7100-15 Signs and Poster Guidelines for the Forest Service). When repairing signs, they must meet Forest Service standards (see campground sign plan if applicable).

Government: Responsible for purchasing replacement signs and posts, and new signs if needed to comply with changes in Forest Service sign standards.

TABLES, FIRE RINGS, AND STOVES

Concessionaire: Sand and refinish tabletops and benches, remove carvings in table tops, replace broken planks as necessary. Install replacement fire rings/stoves, repair tables and stoves/fire rings as needed.

Government: Provide replacement stoves, fire rings, and/or tables as necessary.

SOLID WASTE

Concessionaire: Trash removal. Repair, clean, and paint trash receptacles and dumpsters. Maintain trash receptacles and dumpster pads. Assure dumpsters and receptacles meet bear/wildlife resistant guidelines.

Government: Replace dumpsters as necessary.

SIGNS, BULLETIN BOARDS, KIOSKS

Concessionaire: Install, repaint, maintain, or repair signs, including recreation site entrance signs and kiosks, as needed. Replace posters in kind. Maintain posters and information on bulletin boards, with the exception of trailhead information boards as specified below.

Government: Replace campground entrance signs, kiosks, and bulletin boards. Maintain posters and information on trailhead information boards located within concessionaire managed sites. Purchase sign upgrades for holder installation.

VEGETATION MANAGEMENT

Concessionaire: Identifying, falling and bucking hazard trees and limbs as necessary prior to opening facilities at the beginning of the season, as well as during the operating season. Cleanup of all vegetative debris including mechanical chipping of limbs if necessary. Maintaining shrubs, trees, and grasses. Notify Forest Service immediately of any new hazard trees discovered during the operating season. Temporarily close sites if hazards exist.

Government: Approval and marking of hazard trees and limbs (identified by concessionaire). Environmental review and approval of all vegetation management proposals. Planting of shrubs, trees, and grasses.

Concessionaire Performance of Government M&R Work

The concessionaire may perform Government M&R in one of two ways:

1. The concessionaire can agree to physically perform the work. If the concessionaire performs the Government M&R, an amount equal to the value of the maintenance performed will be subtracted from the fee owed to the Government and/or refunded from fees previously paid.
2. If the concessionaire does not agree to physically perform the Government M&R, the concessionaire and the Forest Service will enter into a collection agreement. This agreement allows the special use permit fee collected from the concessionaire to be set aside. The Forest Service can then use this money to perform the Government M&R.

Specific Government M&R duties will be identified by both the permittee and the Forest Service at the beginning of each operating season including the value of the Government M&R work. The concessionaire will notify the Forest Service at that time whether he/she plans to physically do the Government M&R items, or enter into a collection agreement for the Forest Service to perform the work. If the concessionaire agrees to complete the Government M&R items, they will be included in and agreed to on the annual Granger Thye Agreement.

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